

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re U.S. National Stage Appln. of)	
David KELLY et al.)	Art Unit: Unassigned
Serial No.: 10/525,418)	Examiner: Unassigned
Filing Date: February 23, 2005)	Confirmation No.: 5069
I.A. No. PCT/EP03/09349)	Attorney Docket No. 119508-00281
I.A. Filing Date: August 22, 2003)	
Priority Date: August 23, 2002)	
For: TORQUE SENSOR ADAPTER)	

RENEWED PETITION UNDER 37 C.F.R. § 1.47(a)

Mail Stop Petition
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

The owner of the above-cited patent application, Abas, Inc., a wholly-owned subsidiary of Methode Electronics, Inc., (hereinafter "Rule 1.47(a) applicant") respectfully requests reconsideration of the dismissal of its previously submitted original Petition Under 37 C.F.R. §1.47(b), filed October 28, 2005 (which requested that the above-captioned patent application be accepted without the signature of the joint inventor, Lutz Axel May).

A. Background

The Rule 1.47(a) applicant acknowledges that the Decision on Petition, dated March 6, 2006, states that the previously submitted original Petition Under 37 C.F.R. §1.47(b) was treated as if it were a Petition Under §1.47(a) (because there are joint inventors, only one of which refuses to execute the application papers).

The Decision on Petition states that a Petition submitted under 37 C.F.R. §1.47(a) must be accompanied by:

- (1) An oath or declaration by each applicant on his or her own behalf and on behalf of the nonsigning joint inventors;
- (2) Factual proof that the missing joint inventor refuses to join in the application or cannot be reached after diligent effort;
- (3) The fee under 37 C.F.R. § 1.17(i); and
- (4) The last known address of the non-signing joint inventors.

With regard to the original Petition, the Patent Office found that items (1), (3), and (4), were satisfied, but that item (2) was not satisfied. The information below is intended to address item (2).

Please note that the Rule 1.47(a) applicant wishes to point out that Abas, Inc., has submitted to the PTO in connection with several other patent applications, Petitions and/or renewed Petitions with accompanying evidentiary documents that include portions that are nearly identical to this renewed Petition. Some of the same issues presented in those Petitions and/or renewed Petitions apply to this renewed Petition. Thus, it is respectfully requested that Attorney-Advisor Anthony Smith, who issued some of the previous Decisions on Petition in other matters, also review this submission in order to provide a single point of contact at the Patent Office and help lessen the chance of inconsistencies.

B. Item (2): Factual Proof That The Inventor Refuses To Execute The Application Or Cannot Be Reached After Diligent Effort

The Decision on Petition states that the original Petition does not established that Lutz May refuses to sign the application papers and request that a complete translation of the letters and delivery certificates referred to in the Declaration of Alexander Straus is needed.

Enclosed herewith as Exhibit A is a certified English translation of the letters and delivery certificates contained in the Annexes to the Declaration of Alexander Straus. In particular, Exhibit A contains two letters, both dated August 24, 2005, from Alexander Straus to Lutz May's attorney in which it is indicated that Dr. Straus forwarded the application papers and Declaration/Power of Attorney form to Lutz May. Exhibit A also contains a Courier Ticket showing that the letters were delivered on August 24, 2005, and a confirmation letter from Eurokurier, dated August 31, 2005, which is the company that provided the courier service for Dr. Straus. Those translations support the conclusion stated

in the Decision on Petition that factual proof exists that a *bona fide* attempt was made to present the application papers to Lutz May for his review and signature.

With regard to Lutz May's refusal to sign the application papers, the Petition Examiner is invited to review the enclosed memorandum of law that states that the Rule 1.47(a) applicant sued Lutz May in January 2005, after months of repeated attempts, beginning after about August 2003, to obtain Lutz May's cooperation to execute the application papers that were prepared in connection with this and other patent applications that Abas, Inc., acquired from the bankruptcy trustee of Fast Technology GmbH (Lutz May's former employer). Although there is no express, written statement from Lutz May that he refuses to cooperate, the circumstantial evidence surrounding this case leads to only one inescapable conclusion: Lutz May has and continues to refuse to sign the application papers. A statement to this effect from Lutz May is not necessary, his actions speak louder than words.

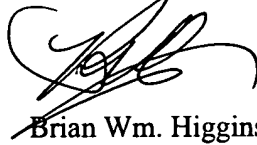
As stated in the Rule 1.47(a) applicant's original Petition, action by the PTO is necessary to preserve the rights of Abas, Inc., in the subject patent application. It would be unfair to Abas, Inc., to deny this renewed Petition based solely on the lack of an express refusal from Lutz May to execute the application papers, when in fact it has been Lutz May's tactic to delay and avoid executing the application papers as long as possible, thereby forcing Abas, Inc., to take legal action in Germany against him, at a significant expense to Abas, Inc., all of which has caused, among other things, the unnecessary delay in prosecuting this and other patent applications in the PTO (this application, for example, was originally filed in the PTO on February 23, 2005, based on an international patent application dated August 23, 2003). For those reasons, the Rule 1.47(a) applicant respectfully submits that factual proof exists that a refusal to execute the application papers was made by Lutz May.

C. Conclusion

In the event there are any questions relating to this renewed Petition or the other papers submitted concurrently herewith, it would be appreciated if the Patent Office would telephone the undersigned attorney concerning such questions so that the prosecution of this application may be expedited.

Any fee due is authorized above. Please charge any shortage or credit any overpayment of fees to BLANK ROME LLP, Deposit Account No. 23-2185 (119508-00281).

Respectfully submitted,



Brian Wm. Higgins
Registration No. 48,443

BLANK ROME LLP
600 New Hampshire Ave., N.W.
Washington, D.C. 20037
Telephone: (202) 772-5800
Customer No. 27557

Date: May 10, 2006

EXHIBIT A

**CERTIFIED TRANSLATION OF DOCUMENTS PREVIOUSLY SUBMITTED IN
THE DECLARATION OF ALEXANDER STRAUS**



RALPH
MC ELROY TRANSLATION
COMPANY

December 22, 2005

Re: 6591-106221 rev 12.21

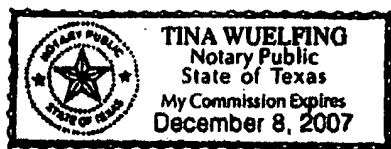
To Whom It May Concern:

This is to certify that a professional translator on our staff who is skilled in the German language translated the enclosed "6591-106211.rev 12.22.doc" from German into English.

We certify that the English translation conforms essentially to the original German.

Kim Vitray
Operations Manager

Subscribed and sworn to before me this 22nd day of December, 2005.



Tina Wuelfing
Notary Public

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www.mcelroytranslation.com



(512) 472-6753
1-800-531-9977
FAX (512) 472-4591

[Letterhead of Becker Kurig Straus, Patent Attorneys]

By courier

Lutz Axel May

c/o NCTE

Engineering GmbH

Erlenhof-Park

Inselkammerstr. 10

82008 Unterhaching

Germany

August 24, 2005

(AS/SL)

US 10/482,002

Our ref.: Case 51856

Dear Mr. May,

As you know, our client is pursuing in the USA the patent granting process for the application named in the subject line, for which the signing of the "Assignments" and the "Declaration for Patent Application and Power of Attorney," respectively, would be necessary.

The contested process concerning this matter in Germany is also known to you.

In order to give you the opportunity to be able to properly sign the "Assignment" formally, herewith we are handing over to you as an attachment to this letter on the protective rights US 10/482,002 an "Assignment," a combined "Declaration for Patent Application and Power of Attorney," and also copies of the relevant documents of the corresponding file portions (submitted application text, file history, state of the art) for your review and for your information.

Herewith, we request that you sign the enclosed "Assignment" and also the combined "Declaration for Patent Application and Power of Attorney" in a legally binding way and to return them to us at the latest by
August 30, 2005.

Sincerely,

Becker Kurig Straus

[signature]

Dr. Alexander Straus

Attachments

as mentioned above

cc: Copy of the letter (without attachments) to Peters Schönberger & Partners

[Letterhead of Becker Kurig Straus]

By courier

Lutz Axel May

c/o NCTE

Engineering GmbH

Erlenhof-Park

Inselkammerstr. 10

82008 Unterhaching

Germany

August 24, 2005

(AS/SL)

PCT/EP2004/00044; PCT/EP03/09349; US 10/498,058; US 10/480,597; US 10/477,180; and US 10/485,960

Our ref.: Case 51856

Dear Mr. May,

As you know, our client is pursuing in the USA the patent granting process for the applications named in the subject line, for which the signing of the "Assignments" and the "Declaration for Patent Application and Power of Attorney," respectively, would be necessary.

The contested process concerning this matter in Germany is also known to you.

In order to give you the opportunity to be able to properly sign the "Assignment" formally, herewith we are handing over to you as an attachment to this letter on the following protective rights:

PCT/EP2004/00044

PCT/EP03/09349

US 10/498,058

US 10/480,597

US 10/477,180

US 10/485,960

an "Assignment" and also a combined "Declaration for Patent Application and Power of Attorney," and copies of the relevant documents of the corresponding file portions (submitted application text, file history, state of the art) for your review and for your information.

Herewith, we request that you sign the enclosed "Assignment" and also the combined "Declarations for Patent Application and Powers of Attorney" in a legally binding way and to return them to us at the latest by September 7, 2005.

Sincerely,
Becker Kurig Straus
[signature]
Dr. Alexander Straus

Attachments

as mentioned above

cc: Copy of the letter (without attachments) to Peters Schönberger & Partners

[two copies of same ticket]

Waiting/Working time in min

Confirmed by [signature]

Delivery fee (net)

Waiting/Working time (net)

[Courier's] Ticket

Date: August 24, 2005

Car No.: 207

from Bavariastr. 7

to Inselkammerstr. 10

[stamp:] Becker Kurig Straus, Bavariastrasse 7, 80336 Munich

pp [illegible name]

Stamp/Signature of customer

Customer No. 664

[terms and conditions]

[signature]

Signature of recipient

A. Sawall

[Letterhead of Eurokurier]

Becker, Kurig, Strauss

Patent Attorneys

Bavariastr. 7

80336 Munich

[stamp:] Becker Kurig Straus, August 31, 2005

Dear Sir or Madam:

Herewith we confirm the orderly delivery of the courier messages from the above address to the receiver at Unterhaching 82008, Inselkammerstr. on August 24, 2005.

Sincerely,

[signature]

Th. Meyenberg

[Stamp:] Eurokurier



[Letterhead of Peters, Schönberger & Partners, Attorneys at Law]

[Stamp: Becker Kurig Straus, Bavariastrasse 7, 80336 Munich, August 30, 2005]

Urgent!!! Please expedite!

To: Dr. Alexander Straus
Fax No.: 089/716 303 11
From: Dr. Axel-Michael Wagner
No. of pages including cover sheet: 2
For further inquiries: Mrs. Barbara Götz, ext. 209
Re: ABAS vs May
Your ref.: 51856 case

August 30, 2005

93586/100832

AWA-dgu

Dear Dr. Straus,

In the matter named above, I asked Mr. May to respond to your letters of August 24, 2005. In the meantime, the set of attachments to these two letters has also been presented to me.

First of all, I note that our last correspondence of July 6, 2005, in the pending proceedings has led to a more extensive analysis on the petitioner's side with the individual inventions and the additional documents necessary for the desired signatures. Obviously, the petitioner's side is not actually of the opinion that it can force the issuing of blank declarations without the presentation of additional documents that would allow the inventor to evaluate the value of his statement precisely according to US law.

However, the extremely tight deadlines that have now been set by you are astonishing. These deadlines are even tighter than the deadlines set within the previous correspondence, although-as will be shown now-an enormous expense is necessary for reviewing the documents that have been handed over. The reason for this type of schedule is unclear since the matter will now be pending in court even longer. Just in terms of the sheer extent of the documents and due to his current workload, despite an illness, it appears to our client, who returned from his vacation at the end of last week and since then has been in very poor health, that he will be incapable of making a decision within the deadlines set by you regarding whether the statements again desired by you can be signed at all in this form with reference to the presented documents. This is independent of the question of whether our client is legally obligated in terms of the

already-raised objections (no consultation, limitations, right of retention, etc.) to give the statements also from a legal sense, if, theoretically, they could now be given.

[footër: list of partners' names and fields of practice]

The review of the presented documents-in part also in Chinese characters, in part also in Spanish-by our clients or the patent attorneys included by him, as well as the inclusion of an American (patent) lawyer, who can evaluate the demand on the issuing of the statements from the background of the extensive American enclosures and the matter contested in Germany, will take at least one month, possibly even longer, which is why a statement could be given at the earliest at the end of September/beginning of October 2005. After the review, we will revisit the matter without further inquiry.

Only in passing will I point out that apparently by far not all of the presented documents were transmitted in the sense of a complete file disclosure of the USPTO, but instead, at least in part, a prior selection of the documents had been performed. Therefore, there exists the additional problem that the documents must be checked here or by the American representatives of our clients for their completeness, which would not have been the case for a complete transmittal of copies of the official file.

Sincerely

[signature]

Dr. Axel-Michael Wagner

Attorney-at-law



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re U.S. National Stage Appln. of)

Lutz Axel MAY)

MEMORANDUM OF LAW PREPARED PURSUANT TO M.P.E.P. 409.03(f)

Commissioner for Patents
U.S. Patent & Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

A. Background

1. I, Klaus Gennen, a citizen of Germany, am a Partner in the German law firm of *Legerlotz Laschet Rechtsanwälte* (LLR), which is a firm established according to the German Civil Code. As a German *rechtsanwälte*, or legal attorney, I am licensed to practice law in Germany. I have experience in the field of German Industrial Property Law, including experience with employee invention law and, in particular, the July 25, 1957, German Act on Employees' Inventions (*Arbeitnehmererfindungsgesetz*, or "ArbEG"), as amended, which is relevant to this memorandum of law.

2. This memorandum of law has been prepared to address the question of whether Magna-Lastic Devices, Inc., or its sister company, Abas, Inc., both of which are wholly-owned subsidiaries of Methode Electronics, Inc., has a proprietary interest in the patent properties that are identified in Exhibit A attached hereto. This memorandum of law, in my opinion, demonstrates that the questions should be answered in the affirmative.

3. I have been informed by my colleagues in the United States, whom are registered United States patent attorneys, that the U.S. Patent & Trademark Office (USPTO) Manual of Patent Examining Procedures (M.P.E.P.), § 409.03(f), states that a proprietary interest in the patent applications recited in Exhibit A (or based on the applications in Exhibit A) may be demonstrated by a legal memorandum to the effect that a court of competent jurisdiction would, by the weight of authority in that jurisdiction, award title of the inventions

that are the subject of or based on the patent applications in Exhibit A to Magna-Lastic Devices, Inc. or Abas, Inc. I have also been informed by those colleagues that according to M.P.E.P. § 409.03(f), the facts in support of any conclusion that a court would award title to Magna-Lastic Devices, Inc., or Abas, Inc., should be made of record by way of an affidavit or declaration of a person or persons having firsthand knowledge of same. I have also been informed that the legal memorandum should be prepared and signed by an attorney at law familiar with the law of the jurisdiction involved and that a copy (in the English language) of a statute (if other than a United States statute) or a court decision (if other than a reported decision of a U.S. federal court or a decision reported in the United States Patents Quarterly) relied on to demonstrate a proprietary interest should also be made of record.

4. In this case, the court of competent jurisdiction is the German courts, and in particular, the Patent Dispute Division of the *Landgericht München I* Court (i.e., Munich Regional Court I). That court is a court of competent jurisdiction because the inventions that are the subject of or based on the patent applications in Exhibit A were made by a German citizen in Germany working, at the time, for a German corporation.

5. A copy of the relevant sections of the aforementioned ArbEG statute (in English) is being provided in Exhibit B attached hereto.

6. As stated in the Declaration of Alexander Strauss, which I was told was previously submitted to the USPTO in connection with one or more of the U.S. patent applications identified in Exhibit A, repeated attempts were made to obtain Mr. May's signature on assignment documents to clear title in connection with the properties in Exhibit A and, in particular, to obtain Mr. May's signature on assignments and other forms that had not been executed by him before the Fast Technology bankruptcy, or that are now needed in connection with new patent applications that have been filed by Abas, Inc., in the USPTO and elsewhere based on the properties in Exhibit A.

7. After repeated failures on the part of Mr. May to execute the application papers and assignment documents, he was sued by Abas, Inc., on January 17, 2005, in the Patent Dispute Division of the Munich Regional Court I. As of the date of this memorandum, the lawsuit against Mr. May was fully briefed, argued before the court, and is still pending. The relief sought under the lawsuit is an award of ownership of the properties in Exhibit A in the name of Magna-Lastic Devices, Inc., or Abas, Inc.

B. Statement of Pertinent Facts

8. Fast Technology AG was a German corporation created and governed under the laws of Germany.

9. Fast Technology AG was the successor-in-interest to Fast Technology GmbH under German law (Fast Technology GmbH and Fast Technology AG are hereinafter referred to as "Fast Technology").

10. I was told that between 1999 and 2003, Lutz Axel May was initially the managing director and then the authorized signatory of FAST Technology GmbH, as well as a member of the board of FAST Technology.

11. I was told that between 1999 and 2003, Mr. May was involved in the inventions identified in Exhibit A within the scope of his work as an employee of Fast Technology.

12. I was told that between 1999 and 2003, Mr. May was involved in the inventions identified in Exhibit A within the scope of his work as a managing director of Fast Technology.

13. I was told that between 1999 and 2003, Mr. May was involved in the inventions identified in Exhibit A within the scope of his work as an authorized signatory of Fast Technology.

14. I was told that between 1999 and 2003, Mr. May was involved in the inventions identified in Exhibit A within the scope of his work as a member of Fast Technology.

15. On information and belief, Mr. May is the named inventor or named joint inventor on the patent applications listed in Exhibit A.

16. During his employment with Fast Technology, as I was told, Mr. May was solely responsible for patent matters at Fast Technology, including patent applications to be executed in the names of Fast Technology.

17. I was told that Mr. May was solely responsible for making decisions regarding patent matters, both during his time as an employee of the company and also during his activity as managing director and member of the board of Fast Technology.

18. Thus, although Mr. May's title and degrees of responsibility changed within Fast Technology over time, he always maintained his role as the manager of patent matters.

19. I was told that during the same time period, Fast Technology was aware of the patent applications identified in Exhibit A.

20. I was told that all of the costs associated with submitting and prosecuting the applications identified in Exhibit A were borne solely by Fast Technology and not by Mr. May.

21. I was told that Mr. May had knowledge of this cost-bearing arrangement, and, in fact, it came about at his instigation.

22. Fast Technology became insolvent at the beginning of 2003.

23. Insolvency proceedings concerning the assets of Fast Technology were instituted August 1, 2003, in the AG Municipal Court, Munich 1501 IN 1724/03. Dr. Hans von Gleichenstein, from the Law Office Gleichenstein & Breitling, Rottmannstrasse 11A, 80333 München, was appointed as the insolvency administrator.

24. On August 22, 2003, Magna-Lastic Devices, Inc., acquired the intellectual property rights of Fast Technology as shown in the August 22, 2003, Sales and Transfer Agreement executed by Dr. von Gleichenstein and Magna-Lastic Devices, Inc., which is included in Exhibit C attached hereto.

25. On information and belief, the properties identified in the Sales and Transfer Agreement were subsequently transferred from Magna-Lastic Devices, Inc. to Abas, Inc.

26. On information and belief, after August 22, 2003, Magna-Lastic Devices, Inc., learned that some of the applications identified in Exhibit A had not been formally assigned by Mr. May to Fast Technology, by way of a duly executed written assignment, when Magna-Lastic Devices, Inc., acquired the intellectual property rights on August 22, 2003.

27. On information and belief, it was also learned by Magna-Lastic Devices, Inc., that Mr. May had not executed Declarations for Patent Application and Power of Attorney forms for some of the U.S. applications identified in Exhibit A (as well as for newer U.S. applications that are based on the properties identified in Exhibit A that were filed in the USPTO after the August 22, 2003, acquisition).

C. Analysis: Demonstration of Proprietary Interest

28. As a managing director and member of the board of Fast Technology, there existed a business precedent according to which Mr. May assigned his invention to Fast Technology. In my opinion he had an organizational duty or at least an obligation of loyalty

to Fast Technology that required Mr. May to assign his inventions and the patent applications identified in Exhibit A to Fast Technology. Mr. May was paid by Fast Technology to work for the interests of Fast Technology, not for his own interests, and in fact, Mr. May always acted as if his inventions were owned by Fast Technology. For example, as described above, Mr. May was active in the invention and patenting process, I was told he was solely responsible for coordinating the preparation of patent applications and executing forms required by various patent offices around the world, including powers of attorney, assignments, and declaration forms, he used corporate assets to pay for the legal fees and government fees associated with patenting his inventions, and he identified Fast Technology as the "applicant" on those patent applications (except in the U.S., where he identified himself as the inventor/applicant in accordance with U.S. practice). Moreover, all of the inventions in Exhibit A relate to torque sensors, which was Fast Technology's primary field of operation when the company was doing business.

29. The ArbEG governs ownership of inventions made by "employees" working for German companies like Fast Technology. The law states that inventions made by German employees are regulated by mandatory provisions of the ArbEG. Since the law is mandatory, basically it is not subject to contractual modification by the parties, for example by an employment agreement. According to the contracts between Mr. May and Fast, the ArbEG accordingly applies, but not with regard to remuneration.

30. The ArbEG distinguishes between "service inventions," which are made during the period of employment and result either from the obligatory activity of the employee in a company or public authority, or are substantially based on experience and work carried out in the course of the employment, and "free inventions," which are all other inventions created by the employee during the period of employment.

31. If a service invention is made by an employee, the employee has a strict obligation to report it, without delay and in writing to the employer, stating that the report is notification of an invention. Within four months of receipt of the employee's notification, the employer may claim a restricted or unrestricted right to the invention. With an unrestricted claim, full title to the service invention is transferred to the employer with no further action on the employee's part as soon as the appropriate declaration is received. Irrespective of the provisions of the ArbEG, under German Law inventions and rights in inventions can be transferred in any form, especially tacitly or expressly, not necessarily in writing. A restricted claim leads to non-exclusive rights on the employer's behalf. Once the employer

has claimed the right to the employee's service inventions, the employee is entitled to a reasonable remuneration, which may be renounced by the employee. Once an invention is notified, the employer must then file a patent application at its expense.

32. With regard to free inventions, the employer may not claim a right in the inventions, but the employer must still be notified of a free invention in writing and without delay. No notice is required if the invention clearly has no application in the employer's field of operation. In some circumstances, the employee is required to offer the employer at least a non-exclusive right to use the inventions on reasonable conditions. If the ArbEG does not apply, the inventor retains all right to his inventions unless, as described previously, some other duty or obligation exists.

33. In this case, as an employee of Fast Technology, Mr. May had a duty under the ArbEG to fully and completely disclose his inventions to Fast Technology. Given that the applications identified in Exhibit A were submitted by Mr. May (through Fast Technology's patent attorneys) to respective patent offices around the world in the name of Fast Technology, Mr. May gave notice of those inventions to his employer without complying with the formalities of the ArbEG. Moreover, since Mr. May was in sole responsibility managing patent matters for Fast Technology, his entire behavior in context with the filing of the patent applications in my opinion was a tacit assignment over the inventions to Fast Technology.

34. With regard to the compensation requirement under the ArbEG, Mr. May disputes the fact that he was compensated for all of the inventions in Exhibit A. However, in my opinion Mr. May was compensated for his inventions he made as a managing director and/or a member of the board as part of his salary and bonuses given to him by Fast Technology in connection with his employment with those companies. Moreover, I was told that Mr. May received an amount of about DM 200,000.00 (or even €) as remuneration for the use of the inventions. Moreover, to the extent Mr. May did not seek further specific remuneration for the inventions that Fast Technology subsequently used, from the applicable point of view of Fast Technology his action was an unequivocal renouncement of any further right to compensation, something that is allowed under the ArbEG. To my mind he may not argue today that he was owed further remuneration from Fast Technology when he clearly waived his entitlement to the same by his earlier actions.

35. Without an order from the Munich Regional Court I clearing title in the patent applications identified in Exhibit A, Magna-Lastic Devices, Inc., and Abas, Inc., are

prevented from exploiting the Fast Technology inventions as a proprietor for which they paid a substantial amount of money in good faith pursuant to the August 22, 2003, Sales and Transfer Agreement in Exhibit C. Without this court order Magna-Lastic Devices Inc. and Abas Inc. cannot assert their rights in the inventions/patents in the relationship to third party using the inventions. These third parties would object that Magna-Lastic Devices Inc. and Abas Inc. are not the proprietors of these patents and therefore are not entitled to interdict such a use.

36. Accordingly, all of the inventions disclosed in Exhibit A, which were made by Mr. May in connection with his affiliation with Fast Technology, in my opinion were, as of August 22, 2003, owned by Fast Technology. Thus, when Magna-Lastic Devices, Inc., acquired the properties in Exhibit A from Fast Technology, it became the rightful owner of those properties. For those reasons, the Munich Regional Court I to my mind is likely to award the relief sought by Magna-Lastic Devices, Inc., and Abas, Inc., to include a declaration that Magna-Lastic Devices, Inc., or Abas, Inc., is the owner of the pending properties in Exhibit A and Mr. May is obliged to sign the assignments. In my opinion the Court is also likely to issue an Order that Mr. May clear title by executing assignment documents (and executing Declarations for Patent Application in U.S. cases) for each of the properties for which no assignment or Declaration has been executed to date.

Respectfully submitted,

Klaus Gennen

LLR
Mevissenstraße 15
Konrad-Adenauer-Ufer
D-50668 Köln
GERMANY
Phone: 0221/55 400-170

LLR
LEGERLOTZ LASCHET
RECHTSANWÄLTE
Mevissenstraße 15
D-50668 Köln
Tel.: 02 21 / 55 40 00
Fax: 02 21 / 55 40 190

Date: _____

EXHIBIT A

ASSIGNMENT OF DOCUMENTS TO ABAS, INC.

ASSIGNMENT

WHEREAS, **FAST Technology AG**, a Germany company, having a principal place of business at Gewerbegebiet Riemerling, Otto-Hahn-Strasse 24, 85521 Ottobrunn, Germany, hereinafter referred to as **ASSIGNOR**, is the owner by assignment of the U.S. and foreign patent properties identified in Appendix A hereto (hereinafter referred to as the **PATENT PROPERTIES**).

WHEREAS, **Abas, Incorporated**, a Delaware corporation, having a principal place of business at 7401 W. Wilson Avenue, Chicago, Illinois 60706, hereinafter referred to as **ASSIGNEE**, is desirous of acquiring the entire right, title and interest in and to the same in the United States and around the world;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, **ASSIGNOR**, by these presents does sell, assign and transfer unto said **ASSIGNEE**, the entire right, title, and interest in and to said **PATENT PROPERTIES** identified in the attached ~~Appendix A~~ ^{LIST "B"} throughout the United States of America and the world, including any and all United States Letters Patent granted on any division, continuation, continuation-in-part and reissue of said **PATENT PROPERTIES**; including the right to sue for past infringement; the right to apply for patents and inventor certificates in respect thereof and to claim priority pursuant to rights accorded **ASSIGNOR** under the terms of the Paris International Convention and all other available international conventions and treaties; and the entire right, title and interest in and to any and all patents, patents of addition, utility models, patents of importation, revalidation patents and inventor certificates which may be granted throughout the world in respect of said **PATENT PROPERTIES**.

ALSO, **ASSIGNOR** hereby agrees to execute any documents that legally may be required in connection with the filing, prosecution and maintenance of said application or any other patent application(s) or inventor certificate(s) in the United States and in foreign countries for said **PATENT PROPERTIES**, including additional documents that may be reasonably required to affirm the rights of **ASSIGNEE** in and to said **PATENT PROPERTIES**, all without further consideration. **ASSIGNOR** also agrees, without further consideration and at **ASSIGNEE**'s expense, to identify and communicate to **ASSIGNEE** at **ASSIGNEE**'s reasonable request documents and information concerning the **PATENT PROPERTIES** that are within **ASSIGNOR**'s possession or control, and to

provide further assurances and testimony on behalf of ASSIGNEE that lawfully may be required of ASSIGNOR in respect of the prosecution, maintenance and defense of any patent application or patent encompassed within the terms of this instrument. ASSIGNOR's obligations under this instrument shall extend to ASSIGNOR's heirs, executors, administrators and other legal representatives.

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LIST „B“

Kind of IPR	Application no./Registration no.	Country
Regional phase of PCT/GB99/00736	99907770.4	EP
Patent	6,581,480	US
Patent	2000-546211	JP
Regional phase of PCT/GB00/01103	00912776.2	EP
Patent	145533	IL
Patent	2000-606976	JP
Patent	09/937,230	US
National phase of EP 1203209	Not yet known 60007641-CO	DE
National phase of EP 1203209	1203209	GB
Patent	148017	IL
Patent	2001-517133	JP
Patent	10/049,323	US
National phase of EP 1203210	60007641.5	DE
National phase of EP 1203210	1203210	GB
Patent	148016	IL
Patent	2001-517134	JP
Patent	10/049,322	US
Regional phase of PCT/EP00/09783	0971326.4	EP
Patent	148957	IL
Patent	2001-530597	JP
Patent	10/110,007	US
National phase of EP 1221030	60007540.0	DE
National phase of EP 1221030	1221030	GB
Patent	148954	IL
Patent	2001-530548	JP
Patent	10/089,978	US
Regional phase of PCT/EP01/03562	01931551.4	EP
Patent	151755	IL
Patent	2001-571064	JP
Patent	10/239,545	US
Regional phase of PCT/EP01/04077	01931581.1	EP
Patent	152176	IL
Patent	2001-576421	JP
Patent	10/257,337	US
Regional phase of PCT/EP01/05705	01943403.4	EP
Patent	152142	IL
Patent	2001-586430	JP
Patent	10/258,275	US

Regional phase of	01960281.2	EP
PCT/EP01/06482		
Patent	153088	IL
Patent	2002-510906	JP
Patent	Not yet known	US
Regional phase of	01982269.1	EP
PCT/EP01/10438		
Patent	154855	IL
Patent	2002-527746	JP
Patent	10/363,886	US
Regional phase of	02718049.6	EP
PCT/EP02/00786		
Regional phase of	02718048.8	EP
PCT/EP02/00784		
Regional phase of	01985823.2	EP
PCT/EP01/13698		
Regional phase of	02722048.2	EP
PCT/EP02/01225		
Regional phase of	02719862.1	EP
PCT/EP02/01704		
Regional phase of	02710844.8	EP
PCT/EP02/01230		
Regional phase of	02764837.7	EP
PCT/EP02/08820		
National phase of	2003-519437	JP
PCT/EP02/08820		
National phase of	Not yet known	US
PCT/EP02/08820		
Regional phase of	02730232.2	EP
PCT/EP02/04871		
National phase of	2002-588103	JP
PCT/EP02/04871		
National phase of	Not yet known	US
PCT/EP02/04871		
Regional phase of	02778885.0	EP
PCT/EP02/06300		
National phase of	2003-504060	JP
PCT/EP02/06300		
National phase of	Not yet known	US
PCT/EP02/06300		
Regional phase of	02791795.4	EP
PCT/EP02/13952		
National phase of	2003-551498	JP
PCT/EP02/13952		
National phase of	Not yet known	US
PCT/EP02/13952		
Regional phase of	02745405.7	EP
PCT/EP02/06960		
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PCT/EP02/06960		
National phase of	2003-506690	JP
PCT/EP02/06960		
National phase of	Not yet known	US
PCT/EP02/06960		
International Patent Application	PCT/EP03/01908	WO
Patent	10/373,636	US

U.S. 10/297,980

U.S. 10/477,180

U.S. 10/480,597

U.S. 10/498,058

U.S. 10/482,002

International Application	Patent	PCT/EP03/01907	WO
Patent		10/373,634	US
International Application	Patent	PCT/EP03/04355	WO
Patent		10/419,995	US
International Application	Patent	PCT/EP03/09349	WO
International Application	Patent	PCT/EP03/10634	WO
Patent		02028056.6	EP
International Application	Patent	PCT/EP03/12104	WO
International Application	Patent	PCT/EP2004/00044	WO

EXHIBIT B

COPY OF RELEVANT STATUTE

Gesetz über Arbeit- nehmererfindungen/ Act on Employees' Inventions

Zweite Auflage / Second Edition

**Gesetzestext /
Legal text**

**Richtlinien für die
Vergütung /
Guidelines for
Remuneration**

Einführung / Introduction

**Regelung anderer Staaten /
Regulations of other states**

Glossar / Glossary

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This book was carefully produced. Nevertheless, authors and publisher do not warrant the information contained therein to be free of errors. Readers are advised to keep in mind that statements, data, illustrations, procedural details or other items may inadvertently be inaccurate.

Vorwort zur zweiten Auflage

Die rege Nachfrage hat eine zweite Auflage nach drei Jahren erforderlich gemacht, obwohl sich seit der ersten Auflage bezüglich des Gesetzes über Arbeitnehmererfindungen nur wenig geändert hat. Diese Änderungen betreffen die Behandlung der Arbeitnehmererfindungen im Insolvenzverfahren. In der zweiten Auflage berücksichtigt.

Um dem Leser einen kurzen Überblick über die Regelung der Behauptung von Arbeitnehmererfindungen in einigen anderen, für den gewöhnlichen Rechtsschutz bedeutsamen Ländern zu geben, wurde die zweite Auflage um einen Abschnitt ergänzt, der eine Zusammenfassung der entsprechenden Bestimmungen in diesen Ländern enthält.

München, im März 2000

H. Reitzle
A. Butenschön
J. Bergmann

Preface to the second edition

Keen demand in the three years since publication of the first edition has led to a second edition even though there have been few changes in the A of Employee's Inventions. The changes concern the treatment of employee inventions in insolvency proceedings. They are considered in the second edition.

To give the reader a short overview of the regulations of employee inventions in some other countries having important intellectual proper laws, the second edition includes a passage summarizing the regulations in these countries.

Munich, March 2000

H. Reitzle
A. Butenschön
J. Bergmann

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Vorwort zur ersten Auflage

Durch die Verflechtung multinationaler Konzerne mit dem Forschungs- und Produktionsstandort Deutschland ist in jüngster Zeit vermehrt der Wunsch nach einer kompletten Übersetzung des Arbeitnehmer-Erfindergesetzes entstanden. Ursache hierfür ist die im internationalen Umfeld einzigartige Stellung dieser gesetzlichen Regelungen und damit verbundene Verständnisprobleme im Ausland. Dieses Buch, das eine englische Übersetzung in synoptischer Gegenüberstellung zum deutschen Text enthält, will diese Lücke schließen.

Das Buch wendet sich dabei sowohl an die Unternehmensleitungen und Patentabteilungen als auch an die beratenden Patentanwälte, um ihnen einen Überblick über die Regelungen des deutschen Arbeitnehmer-Erfindergesetzes zu vermitteln.

Eine kurze Einführung im Anschluß an den Gesetzestext soll dem Leser die Möglichkeit geben, sich einen Überblick über die einzelnen Bestimmungen und deren Zusammenhänge untereinander zu verschaffen.

Zur Erläuterung gesetzesspezifischer Begriffe enthält das Buch außerdem ein Glossar in deutscher und englischer Sprache mit entsprechenden Verweisen auf den Gesetzestext.

München, im März 1997

H. Reitzle
A. Butenschön
J. Bergmann

Preface to the first edition

Due to interlocking between multinational corporate entities and Germany as an area of research and production, there has recently been an increased demand for a complete translation of the Act on Employees' Inventions. The reason for this is the unique position of these legal regulations in the international field, and the difficulties involved in understanding them abroad. This book, which contains a simultaneously-opposed English translation, is intended to fill this gap.

The book thus addresses business management and Patent departments as well as consulting Patent Attorneys, in order to give them an overview of the regulations of the German Act on Employer's Inventions.

A short introduction preceding the text of the Act is intended to give the reader an overview of the individual regulations and of their relationship to one another.

The book also contains a glossary in English and German with corresponding references to the legal text, in order to explain specific legal terms.

Munich, March 1997

H. Reitzle
A. Butenschön
J. Bergmann

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Der Bundestag hat das folgende Gesetz beschlossen:

Erster Abschnitt

Anwendungsbereich und Begriffsbestimmungen

§ 1 Anwendungsbereich

Diesem Gesetz unterliegen die Erfindungen und technischen Verbesserungsvorschläge von Arbeitnehmern im privaten und im öffentlichen Dienst, von Beamten und Soldaten.

§ 2 Erfindungen

Erfindungen im Sinne dieses Gesetzes sind nur Erfindungen, die patent- oder gebrauchsmusterfähig sind.

§ 3 Technische Verbesserungsvorschläge

Technische Verbesserungsvorschläge im Sinne dieses Gesetzes sind Vorschläge für sonstige technische Neuerungen, die nicht patent- oder gebrauchsmusterfähig sind.

§ 4 Dienstfindungen und freie Erfindungen

- (1) Erfindungen von Arbeitnehmern im Sinne dieses Gesetzes können gebundene oder freie Erfindungen sein.
- (2) Gebundene Erfindungen (Dienstfindungen) sind während der Dauer des Arbeitsverhältnisses gemachte Erfindungen, die entweder
 1. aus der dem Arbeitnehmer im Betrieb oder in der öffentlichen Verwaltung obliegenden Tätigkeit entstanden sind oder
 2. maßgeblich auf Erfahrungen von Arbeiten des Betriebes oder der öffentlichen Verwaltung beruhen.
- (3) Sonstige Erfindungen von Arbeitnehmern sind freie Erfindungen. Sie unterliegen jedoch den Beschränkungen der §§ 18 und 19.
- (4) Die Absätze 1 bis 3 gelten entsprechend für Erfindungen von Beamten und Soldaten.

The Bundestag has adopted the following Act:

First Section

Range of Application and Definition of Terms

§ 1 Field of Application

This Act covers the inventions and technical improvement proposals of employees in private employment and in the public sector, civil servants and members of the armed forces.

§ 2 Inventions

Inventions within the meaning of this Act are only inventions which are eligible for patent or utility model protection.

§ 3 Technical Improvement Proposals

Technical improvement proposals within the meaning of this Act are proposals for other technical innovations which are not eligible for patent or utility model protection.

§ 4 Service Inventions and Free Inventions

- (1) Inventions of employees within the meaning of this Act may be non-free or free inventions.
- (2) Non-free inventions (service inventions) are inventions made during the period of employment which either
 1. result from the obligatory activity of the employee in the company, or
 2. are substantially based on experience or activities of the company or public authority.
- (3) Other inventions of employees are free inventions. However, these are subject to the restrictions of §§ 18 and 19.
- (4) Paragraphs 1 to 3 apply accordingly for inventions of civil servants and members of the armed forces.

Zweiter Abschnitt

Erfindungen und technische Verbesserungsvorschläge von Arbeitnehmern im privaten Dienst

1. Dienststerfindungen

§ 5 Meldepflicht

(1) Der Arbeitnehmer, der eine Dienststerfindung gemacht hat, ist verpflichtet, sie unverzüglich dem Arbeitgeber gesondert schriftlich zu melden und hierbei kenntlich zu machen, daß es sich um die Meldung einer Erfindung handelt. Sind mehrere Arbeitnehmer an dem Zustandekommen der Erfindung beteiligt, so können sie die Meldung gemeinsam abgeben. Der Arbeitgeber hat den Zeitpunkt des Eingangs der Meldung dem Arbeitnehmer unverzüglich schriftlich zu bestätigen.

(2) In der Meldung hat der Arbeitnehmer die technische Aufgabe, ihre Lösung und das Zustandekommen der Dienststerfindung zu beschreiben. Vorhandene Aufzeichnungen sollen beigelegt werden, soweit sie zum Verständnis der Erfindung erforderlich sind. Die Meldung soll dem Arbeitnehmer dienstlich erteilte Weisungen oder Richtlinien, die benutzten Erfahrungen oder Arbeiten des Betriebes, die Mitarbeiter sowie Art und Umfang ihrer Mitarbeit angeben und soll hervorheben, was der meldende Arbeitnehmer als seinen eigenen Anteil ansieht.

(3) Eine Meldung, die den Anforderungen des Absatzes 2 nicht entspricht, gilt als ordnungsgemäß, wenn der Arbeitgeber nicht innerhalb von zwei Monaten erklärt, daß und in welcher Hinsicht die Meldung einer Ergänzung bedarf. Er hat den Arbeitnehmer, soweit erforderlich, bei der Ergänzung der Meldung zu unterstützen.

§ 6 Inanspruchnahme

(1) Der Arbeitnehmer kann eine Dienststerfindung unbeschränkt oder beschränkt in Anspruch nehmen.

(2) Die Inanspruchnahme erfolgt durch schriftliche Erklärung gegenüber dem Arbeitnehmer. Die Erklärung soll sobald wie möglich abgegeben werden; sie ist spätestens bis zum Ablauf von vier Monaten nach Eingang der ordnungsgemäßen Meldung (§ 5 Abs. 2 und 3) abzugeben.

§ 7 Wirkung der Inanspruchnahme

(1) Mit Zugang der Erklärung der unbeschränkten Inanspruchnahme gehen alle Rechte an der Dienststerfindung auf den Arbeitgeber über.

Second Section Inventions and Technical Improvement Proposals of Employees in Private Employment

1. Service Inventions

§ 5 Obligation to Report

(1) The employee who has made a service invention is obliged to report it separately in writing without delay to the employer, and with this give notice that said report constitutes the report of an invention. If several employees are involved in the creation of the invention, then they can submit the report jointly. The employer must acknowledge the time of receipt of the report in writing to the employee without delay.

(2) The employee must describe the technical object, its solution and the creation of the service invention in the report. Existing notes shall be enclosed as far as they are necessary for understanding the invention. The report shall specify any instructions or guidelines issued to the employee by the company, any experience or activities of the company used, the co-workers involved, as well as the type and scope of their involvement, and shall emphasize what the reporting employee regards as his own contribution.

(3) Any report which does not correspond to the requirements in paragraph 2 shall be considered in order if the employer does not declare within two months that the report requires completion and in which regard this is the case. He must provide assistance to the employee, where necessary, in completion of the report.

§ 6 Claiming Right

(1) The employer can claim the right to a service invention on an unrestricted or restricted basis.

(2) The claiming of right occurs by written declaration to the employee. The declaration shall be submitted as soon as possible, and no later than four months from the receipt of the proper report (§ 5 para. 2 and 3).

§ 7 Effect of Claiming Right

(1) On receipt of the declaration of unrestricted claiming of right all rights on the service invention are transferred to the employer.

(2) Mit Zugang der Erklärung der beschränkten Inanspruchnahme erwirbt der Arbeitgeber nur ein nichtausschließliches Recht zur Benutzung der Dienststerfindung. Wird durch das Benutzungsrecht des Arbeitgebers die anderweitige Verwertung der Dienststerfindung durch den Arbeitnehmer unbillig erschwert, so kann der Arbeitnehmer verlangen, daß der Arbeitgeber innerhalb von zwei Monaten die Dienststerfindung entweder unbeschränkt in Anspruch nimmt oder sie dem Arbeitnehmer freigibt.

(3) Verfügungen, die der Arbeitnehmer über eine Dienststerfindung vor der Inanspruchnahme getroffen hat, sind dem Arbeitgeber gegenüber unwirksam, soweit seine Rechte beeinträchtigt werden.

§ 8 Frei gewordene Dienststerfindungen

(1) Eine Dienststerfindung wird frei,

1. wenn der Arbeitgeber sie schriftlich freigibt;
2. wenn der Arbeitgeber sie beschränkt in Anspruch nimmt, unbeschadet das Benutzungsrecht des Arbeitgebers nach § 7 Abs. 2;

3. wenn der Arbeitgeber sie nicht innerhalb von vier Monaten nach Eingang der ordnungsgemäßen Meldung (§ 5 Abs. 2 und 3) oder im Falle des § 7 Abs. 2 innerhalb von zwei Monaten nach dem Verlangen des Arbeitnehmers in Anspruch nimmt.

(2) Über eine frei gewordene Dienststerfindung kann der Arbeitnehmer ohne die Beschränkungen der §§ 18 und 19 verfügen.

§ 9 Vergütung bei unbeschränkter Inanspruchnahme

(1) Der Arbeitnehmer hat gegen den Arbeitgeber einen Anspruch auf angemessene Vergütung, sobald der Arbeitgeber die Dienststerfindung unbeschränkt in Anspruch genommen hat.

(2) Für die Bemessung der Vergütung sind insbesondere die wirtschaftliche Verwertbarkeit der Dienststerfindung, die Aufgaben und die Stellung des Arbeitnehmers im Betrieb, sowie der Anteil des Betriebes an dem Zustandekommen der Dienststerfindung maßgebend.

§ 10 Vergütung bei beschränkter Inanspruchnahme

(1) Der Arbeitnehmer hat gegen den Arbeitgeber einen Anspruch auf angemessene Vergütung, sobald der Arbeitgeber die Dienststerfindung beschränkt in Anspruch genommen hat und sie benutzt. § 9 Abs. 2 ist entsprechend anzuwenden.

(2) On receipt of the declaration of restricted claiming of right the employee only acquires a non-exclusive right to utilisation of the service invention. the utilisation of the service invention elsewhere by the employee is rendered unjustly difficult by the right of use of the employer, then the employee may demand that the employer either claims the right to the service invention within two months without restriction or releases it to the employee.

(3) Any dispositions the employee has made concerning a service invention prior to the claiming of right are ineffective with respect to the employer far as his rights are encroached upon.

§ 8 Released Service Inventions

(1) A service invention becomes free:

1. when the employer releases it in writing;
2. when the employer claims the right to it with restriction, without prejudice to the utilisation right of the employer in accordance with § 7 para. 2;
3. when the employer does not claim the right to it within four months from receipt of the proper report (§ 5 para. 2 and 3) or in the case § 7 para. 2, within two months on demand of the employee.

(2) The employee can make use of a released service invention without the restrictions of §§ 18 and 19.

§ 9 Remuneration with Unrestricted Claiming of Right

(1) The employee has a claim to reasonable remuneration against the employer as soon as the employer has claimed the right to the service invention without restriction.

(2) Decisive factors for calculating the remuneration in particular are the economic exploitability of the service invention, the duties and position of the employee in the company and also the degree of involvement of the company in the creation of the service invention.

§ 10 Remuneration with Restricted Claiming of Right

(1) The employee has a claim to reasonable remuneration against the employer as soon as the employer has claimed the right to the service invention with restriction and uses it. § 9 para. 2 should be applied mutatis mutandis.

(2) Nach Inanspruchnahme der Dienstfindung kann sich der Arbeitgeber dem Arbeitnehmer gegenüber nicht darauf berufen, daß die Erfindung zur Zeit der Inanspruchnahme nicht schutzfähig gewesen sei, es sei denn, daß sich dies aus einer Entscheidung des Patentamts oder eines Gerichts ergibt. Der Vergütungsanspruch des Arbeitnehmers bleibt unberührt, soweit er bis zur rechtskräftigen Entscheidung fällig geworden ist.

§ 11 Vergütungsrichtlinien

Der Bundesminister für Arbeit erläßt nach Anhörung der Spitzenorganisationen der Arbeitgeber und der Arbeitnehmer (§ 10a des Tarifvertragsgesetzes) Richtlinien über die Bemessung der Vergütung.

§ 12 Feststellung oder Festsetzung der Vergütung

(1) Die Art und Höhe der Vergütung soll in angemessener Frist nach Inanspruchnahme der Dienstfindung durch Vereinbarung zwischen dem Arbeitgeber und dem Arbeitnehmer festgestellt werden.

(2) Wenn mehrere Arbeitnehmer an der Dienstfindung beteiligt sind, ist die Vergütung für jeden gesondert festzustellen. Die Gesamthöhe der Vergütung und die Anteile der einzelnen Erfinder an der Dienstfindung hat der Arbeitgeber den Beteiligten bekanntzugeben.

(3) Kommt eine Vereinbarung über die Vergütung in angemessener Frist nach Inanspruchnahme der Dienstfindung nicht zustande, so hat der Arbeitgeber die Vergütung durch eine begründete schriftliche Erklärung an den Arbeitnehmer festzusetzen und entsprechend der Festsetzung zu zahlen. Bei unbeschränkter Inanspruchnahme der Dienstfindung ist die Vergütung spätestens bis zum Ablauf von drei Monaten nach Erteilung des Schutzrechts, bei beschränkter Inanspruchnahme spätestens bis zum Ablauf von drei Monaten nach Aufnahme der Benutzung festzusetzen.

(4) Der Arbeitnehmer kann der Festsetzung innerhalb von zwei Monaten durch schriftliche Erklärung widersprechen, wenn er mit der Festsetzung nicht einverstanden ist. Widerspricht er nicht, so wird die Festsetzung für beide Teile verbindlich.

(5) Sind mehrere Arbeitnehmer an der Dienstfindung beteiligt, so wird die Festsetzung für alle Beteiligten nicht verbindlich, wenn einer von ihnen der Festsetzung mit der Begründung widerspricht, daß sein Anteil an der Dienstfindung unrichtig festgesetzt sei. Der Arbeitgeber ist in diesem Fall berechtigt, die Vergütung für alle Beteiligten neu festzusetzen.

(2) After the right to the service invention has been claimed, the employee cannot plead to the employer that the invention was not eligible for protection at the time of the claiming of right, unless this results from a decision from the Patent Office or a court. The claim to remuneration of the employee remains unaffected as far as it has fallen due until the legally valid decision.

§ 11 Remuneration Guidelines

The Federal Minister of Labor issues guidelines concerning calculation of remuneration after hearing the leading organisations of the employers and employees (§ 10a of the Collective Agreements Law).

§ 12 Establishing or Fixing the Remuneration

(1) The type and amount of remuneration shall be established by agreement between the employer and the employee in a reasonable period after claiming of right to the service invention.

(2) If several employees are involved in the service invention, remuneration must be established for each of them separately. The employer must notify those involved of the total amount of remuneration and the shares of individual inventors in the service invention.

(3) If no agreement is reached concerning remuneration within a reasonable period after claiming of right to the service invention, then the employer must fix remuneration by way of a substantiated written declaration to the employee and must pay in accordance with the fixation. In the case of unrestricted claiming of right to the service invention, remuneration must be fixed at the latest by the expiry of three months after grant of the protection right, and in the case of restricted claiming of right at the latest by the expiry of three months after commencement of use.

(4) The employee can contest the fixation within two months by written declaration, if he is not in agreement with the fixation. If he does not contest it, then the fixation is binding for both parties.

(5) If several employees are involved in the service invention, then the fixation is not binding for all parties, if one of them contests the fixation on the grounds that his share in the service invention has been fixed incorrectly. The employer is entitled in this case to fix the remuneration for all parties anew.

(6) Arbeitgeber und Arbeitnehmer können voneinander die Einwilligung in eine andere Regelung der Vergütung verlangen, wenn sich Umstände wesentlich ändern, die für die Feststellung oder Festsetzung der Vergütung maßgebend waren. Rückzahlung einer bereits geleisteten Vergütung kann nicht verlangt werden. Die Absätze 1 bis 5 sind nicht anzuwenden.

§ 13 Schutzrechtsanmeldung im Inland

(1) Der Arbeitgeber ist verpflichtet und allein berechtigt, eine gemeldete Dienstleistung im Inland zur Erteilung eines Schutzrechts anzumelden. Eine patentfähige Dienstleistung hat er zur Erteilung eines Patentes anzumelden, sofern nicht bei verständiger Würdigung der Verwertbarkeit der Erfindung der Gebrauchsmusterschutz zweckdienlicher erscheint. Die Anmeldung hat unverzüglich zu geschehen.

(2) Die Verpflichtung des Arbeitgebers zur Anmeldung entfällt,

1. wenn die Dienstleistung frei geworden ist (§ 8 Abs. 1);
2. wenn der Arbeitnehmer der Nichtanmeldung zustimmt;
3. wenn die Voraussetzungen des § 17 vorliegen.

(3) Genügt der Arbeitgeber nach unbeschränkter Inanspruchnahme der Dienstleistung seiner Anmeldepflicht nicht und bewirkt er die Anmeldung auch nicht innerhalb einer ihm vom Arbeitnehmer gesetzten angemessenen Nachfrist, so kann der Arbeitnehmer die Anmeldung der Dienstleistung für den Arbeitgeber auf dessen Namen und Kosten bewirken.

(4) Ist die Dienstleistung frei geworden, so ist nur der Arbeitnehmer berechtigt, sie zur Erteilung eines Schutzrechts anzumelden. Hatte der Arbeitgeber die Dienstleistung bereits zur Erteilung eines Schutzrechts angemeldet, so gehen die Rechte aus der Anmeldung auf den Arbeitnehmer über.

§ 14 Schutzrechtsanmeldung im Ausland

(1) Nach unbeschränkter Inanspruchnahme der Dienstleistung ist der Arbeitgeber berechtigt, diese auch im Ausland zur Erteilung von Schutzrechten anzumelden.

(2) Für ausländische Staaten, in denen der Arbeitgeber Schutzrechte nicht erwerben will, hat er dem Arbeitnehmer die Dienstleistung freizugeben und ihm auf Verlangen den Erwerb von Auslandsschutzrechten zu ermöglichen. Die Freigabe soll so rechtzeitig vorgenommen werden, daß der Arbeitnehmer die Prioritätsfristen der zwischenstaatlichen Verträge auf dem Gebiet des gewerblichen Rechtsschutzes ausnutzen kann.

(6) Employer and employee can require one another to consent to another settlement of the remuneration if there is a substantial change in circumstances which were decisive for establishing or fixing the remuneration. Repayment of remuneration already effected cannot be demanded. Paragraph 1 to 5 are not to be applied.

§ 13 Domestic Application for Protective Right

(1) The employer is obliged and alone entitled to apply for a reportable service invention for grant of a domestic protective right. He must apply for grant of a patent for a patentable service invention unless protection by means of utility model appears more appropriate on reasonable evaluation of the exploitability of the invention. Application must occur without delay.

(2) The obligation of the employer to submit an application is inapplicable:

1. when the service invention has become free (§ 8 para. 1);
2. when the employee agrees to non-submission of an application;
3. when the conditions of § 17 exist.

(3) If after unrestricted claiming of right to the service invention the employer does not meet his obligation to apply and he does not file the application within a reasonable subsequent period set by the employee, the employee can effect the application for the service invention for the employer in the latter's name and at the latter's cost.

(4) If the service invention has become free, then only the employee is entitled to apply for it for grant of a protective right. If the employer has already applied for the service invention for grant of a protective right, the rights from the application are transferred to the employee.

§ 14 Foreign Application for Protective Right

(1) After unrestricted claiming of right for the service invention, the employer is entitled to also apply for this abroad for grant of protective rights.

(2) For foreign states in which the employer does not wish to acquire protective rights, he must release the service invention to the employee and allow him the acquisition of foreign protective rights on demand. Release should be undertaken sufficiently promptly to allow the employee to make use of the priority periods of the treaties between countries in the field of legal protection for industrial property.

(3) Der Arbeitgeber kann sich gleichzeitig mit der Freigabe nach Absatz 2 ein nichtausschließliches Recht zur Benutzung der Dienstfindung in den betreffenden ausländischen Staaten gegen angemessene Vergütung vorbehalten und verlangen, daß der Arbeitnehmer bei der Verwertung der freigegebenen Erfindung in den betreffenden ausländischen Staaten die Verpflichtungen des Arbeitgebers aus den im Zeitpunkt der Freigabe bestehenden Verträgen über die Dienstfindung gegen angemessene Vergütung berücksichtigt.

§ 15 Gegenseitige Rechte und Pflichten beim Erwerb von Schutzrechten

(1) Der Arbeitgeber hat dem Arbeitnehmer zugleich mit der Anmeldung der Dienstfindung zur Erteilung eines Schutzrechts Abschriften der Anmeldeunterlagen zu geben. Er hat ihn von dem Fortgang des Verfahrens zu unterrichten und ihm auf Verlangen Einsicht in den Schriftwechsel zu gewähren.

(2) Der Arbeitnehmer hat den Arbeitgeber auf Verlangen beim Erwerb von Schutzrechten zu unterstützen und die erforderlichen Erklärungen abzugeben.

§ 16 Aufgabe der Schutzrechtsanmeldung oder des Schutzrechts

(1) Wenn der Arbeitgeber vor Erfüllung des Anspruchs des Arbeitnehmers auf angemessene Vergütung die Anmeldung der Dienstfindung zur Erteilung eines Schutzrechts nicht weiterverfolgen oder das auf die Dienstfindung erteilte Schutzrecht nicht aufrechterhalten will, hat er dies dem Arbeitnehmer mitzuteilen und ihm auf dessen Verlangen und Kosten das Recht zu übertragen sowie die zur Wahrung des Rechts erforderlichen Unterlagen auszuhandigen.

(2) Der Arbeitgeber ist berechtigt, das Recht aufzugeben, sofern der Arbeitnehmer nicht innerhalb von drei Monaten nach Zugang der Mitteilung die Übertragung des Rechts verlangt.

(3) Gleichzeitig mit der Mitteilung nach Absatz 1 kann sich der Arbeitgeber ein nichtausschließliches Recht zur Benutzung der Dienstfindung gegen angemessene Vergütung vorbehalten.

(3) At the same time as the release in accordance with paragraph 2 the employer can reserve a non-exclusive right to utilise the service invention in the relevant foreign states for reasonable remuneration and demand that the employee respects the obligations of the employer from the agreements existing at the time of release concerning the service invention for reasonable remuneration when exploiting the released invention in the relevant foreign states.

§ 15 Mutual Rights and Obligations in the Acquisition of Protective Rights

(1) The employer must provide the employee with copies of the application documents at the same time as the application of the service invention for grant of a protective right is filed. The employer must advise him of the progress of the procedure and allow him insight into the correspondence on demand.

(2) The employee must assist the employer on demand in the acquisition of protective rights and provide the necessary declarations.

§ 16 Abandonment of the Application for Protective Right or of the Protective Right

(1) If, prior to meeting the claim of the employee for reasonable remuneration, the employer does not wish to pursue the application for the service invention for grant of a protective right or does not wish to maintain the protective right granted for the service invention, he must inform the employee of this and transfer the right to him on the latter's demand and at the latter's cost, as well as provide him with the necessary documents for safeguarding the right.

(2) The employer is entitled to surrender the right if the employee does not demand transfer of the right within three months from receipt of the notice.

(3) At the same time as the notice according to paragraph 1, the employer may reserve a non-exclusive right to use of the service invention for reasonable remuneration.

§ 17 Betriebsgeheimnisse

(1) Wenn berechnete Belange des Betriebes es erfordern, eine gemeldete Dienstleistung nicht bekanntwerden zu lassen, kann der Arbeitgeber von der Erwirkung eines Schutzrechts absehen, sofern er die Schutzfähigkeit der Dienstleistung gegenüber dem Arbeitnehmer anerkennt.

(2) Erkennt der Arbeitgeber die Schutzfähigkeit der Dienstleistung nicht an, so kann er von der Erwirkung eines Schutzrechts absehen, wenn er zur Herbeiführung einer Einigung über die Schutzfähigkeit der Dienstleistung die Schiedsstelle (§ 29) anruft.

(3) Bei der Bemessung der Vergütung für eine Erfindung nach Absatz 1 sind auch die wirtschaftlichen Nachteile zu berücksichtigen, die sich für den Arbeitnehmer daraus ergeben, daß auf die Dienstleistung kein Schutzrecht erteilt worden ist.

2. Freie Erfindungen

§ 18 Mitteilungspflicht

(1) Der Arbeitnehmer, der während der Dauer des Arbeitsverhältnisses eine freie Erfindung gemacht hat, hat dies dem Arbeitgeber unverzüglich schriftlich mitzuteilen. Dabei muß über die Erfindung und, wenn dies erforderlich ist, auch über ihre Entstehung so viel mitgeteilt werden, daß der Arbeitgeber beurteilen kann, ob die Erfindung frei ist.

(2) Bestreitet der Arbeitgeber nicht innerhalb von drei Monaten nach Zugang der Mitteilung durch schriftliche Erklärung an den Arbeitnehmer, daß die ihm mitgeteilte Erfindung frei sei, so kann er die Erfindung nicht mehr als Dienstleistung in Anspruch nehmen.

(3) Eine Verpflichtung zur Mitteilung freier Erfindungen besteht nicht, wenn die Erfindung offensichtlich im Arbeitsbereich des Betriebes des Arbeitgebers nicht verwendbar ist.

§ 19 Anbietungspflicht

(1) Bevor der Arbeitnehmer eine freie Erfindung während der Dauer des Arbeitsverhältnisses anderweitig verwertet, hat er zunächst dem Arbeitgeber mindestens ein nichtausschließliches Recht zur Benutzung der Erfindung zu angemessenen Bedingungen anzubieten, wenn die Erfindung im Zeitpunkt des Angebots in den vorhandenen oder vorbereiteten Arbeitsbereich des Betriebes des Arbeitgebers fällt. Das Angebot kann gleichzeitig mit der Mitteilung nach § 18 abgegeben werden.

§ 17 Trade Secrets

(1) If legitimate interests of the company require that a reported service invention should not be made known, the employer can refrain from obtaining of a protective right so long as he acknowledges the eligibility of the service invention for protection to the employee.

(2) If the employer does not acknowledge the eligibility of the service invention for protection, then he may refrain from obtaining of a protective right if he appeals to the Board of Arbitration (§ 29) to bring about agreement concerning the eligibility of the service invention for protection.

(3) The economic disadvantages, which result for the employee from the fact that no protective right had been granted for the service invention, must also be taken into consideration in the calculation of the remuneration for invention in accordance with paragraph 1.

2. Free Inventions

§ 18 Obligation to Give Notice

(1) The employee who has made a free invention during the period of employment must notify the employer of this in writing without delay in this case, a sufficient amount of information concerning the invention and necessary, also concerning its creation, must be given so that the employer can judge whether the invention is free.

(2) If the employer does not dispute within three months from receipt of the notice by written declaration to the employee that the invention notified to him is free, then he can no longer claim the invention as a service invention.

(3) There is no obligation to give notice of free inventions if the invention is obviously not usable in the field of operations of the company of the employer.

§ 19 Obligation to Offer

(1) Before the employee exploits a free invention elsewhere during the period of employment, he must first offer the employer at least a non-exclusive right to the use of the invention at reasonable conditions if at the time of the offer the invention falls within the existing or in progress field of operation of the company of the employer. The offer can be submitted simultaneously with the notice in accordance with § 18.

(2) Nimmt der Arbeitgeber das Angebot innerhalb von drei Monaten nicht an, so erlischt das Vorrecht.

(3) Erklärt sich der Arbeitgeber innerhalb der Frist des Absatzes 2 zum Erwerb des ihm angebotenen Rechts bereit, macht er jedoch geltend, daß die Bedingungen des Angebots nicht angemessen seien, so setzt das Gericht auf Antrag des Arbeitgebers oder des Arbeitnehmers die Bedingungen fest.

(4) Der Arbeitgeber oder der Arbeitnehmer kann eine andere Festsetzung der Bedingungen beantragen, wenn sich Umstände wesentlich ändern, die für die vereinbarten oder festgesetzten Bedingungen maßgebend waren.

3. Technische Verbesserungsvorschläge

§ 20 Technische Verbesserungsvorschläge

(1) Für technische Verbesserungsvorschläge, die dem Arbeitgeber eine ähnliche Vorzugsstellung gewähren wie ein gewerbliches Schutzrecht, hat der Arbeitnehmer gegen den Arbeitgeber einen Anspruch auf angemessene Vergütung, sobald dieser sie verwertet. Die Bestimmungen der §§ 9 und 12 sind sinngemäß anzuwenden.

(2) Im übrigen bleibt die Behandlung technischer Verbesserungsvorschläge der Regelung durch Tarifvertrag oder Betriebsvereinbarung überlassen.

4. Gemeinsame Bestimmungen

§ 21 Erfinderberater

(1) In Betrieben können durch Übereinkunft zwischen Arbeitgeber und Betriebsrat ein oder mehrere Erfinderberater bestellt werden.

(2) Der Erfinderberater soll insbesondere den Arbeitnehmer bei der Abfassung der Meldung (§ 5) oder der Mitteilung (§ 18) unterstützen sowie auf Verlangen des Arbeitgebers und des Arbeitnehmers bei der Ermittlung einer angemessenen Vergütung mitwirken.

§ 22 Unabdingbarkeit

Die Vorschriften dieses Gesetzes können zuungunsten des Arbeitnehmers nicht abgedungen werden. Zulässig sind jedoch Vereinbarungen über Dienstleistungen nach ihrer Meldung, über freie Erfindungen und technische Verbesserungsvorschläge (§ 20 Abs. 1) nach ihrer Mitteilung.

(2) If the employer does not accept the offer within three months, then the privilege lapses.

(3) If the employer agrees to acquire the right offered to him within the period specified in paragraph 2, but asserts that the conditions of the offer are not reasonable, then the court shall fix conditions upon request of the employer or employee.

(4) The employer or employee may request a different fixation of the conditions if there is a substantial change in the circumstances which was decisive for the agreed or fixed conditions.

3. Technical Improvement Proposals

§ 20 Technical Improvement Proposals

(1) For technical improvement proposals which assure the employer of a similar preferential position as an industrial protective right, the employer has a claim for reasonable remuneration against the employer as soon as the employer exploits it. The regulations of §§ 9 and 12 should be applied mutatis mutandis.

(2) The handling of technical improvement proposals is otherwise subject to regulation by collective agreement or company agreement.

4. Common Provisions

§ 21 Inventor's Advisers

(1) One or more inventor's advisers may be called upon in companies in agreement between the employer and employees' council.

(2) The inventor's adviser shall in particular assist the employer in the report (§5) or the notice (§ 18) as well as assist in the determination of a reasonable remuneration on demand of the employer and the employee.

§ 22 Inalienability

The provisions of the Act may not be altered to the detriment of the employee. However, agreements concerning service inventions are permitted after they have been reported, and agreements concerning free inventions and technical improvement proposals (§ 20 para. 1) are permitted after notice has been given of them.

§ 23 Unbilligkeit

(1) Vereinbarungen über Dienststerfindungen, freie Erfindungen oder technische Verbesserungsvorschläge (§ 20 Abs. 1), die nach diesem Gesetz zulässig sind, sind unwirksam, soweit sie in erheblichen Maße unbillig sind. Das gleiche gilt für die Festsetzung der Vergütung (§ 12 Abs. 4).

(2) Auf die Unbilligkeit einer Vereinbarung oder einer Festsetzung der Vergütung können sich Arbeitgeber und Arbeitnehmer nur berufen, wenn sie die Unbilligkeit spätestens bis zum Ablauf von sechs Monaten nach Beendigung des Arbeitsverhältnisses durch schriftliche Erklärung gegenüber dem anderen Teil geltend machen.

§ 24 Geheimhaltungspflicht

(1) Der Arbeitgeber hat die ihm gemeldete oder mitgeteilte Erfindung eines Arbeitnehmers so lange geheimzuhalten, als dessen berechnete Belange dies erfordern.

(2) Der Arbeitnehmer hat eine Dienststerfindung so lange geheimzuhalten, als sie nicht frei geworden ist (§ 8 Abs. 1).

(3) Sonstige Personen, die auf Grund dieses Gesetzes von einer Erfindung Kenntnis erlangt haben, dürfen ihre Kenntnis weder auswerten noch bekanntgeben.

§ 25 Verpflichtungen aus dem Arbeitsverhältnis

Sonstige Verpflichtungen, die sich für den Arbeitgeber und den Arbeitnehmer aus dem Arbeitsverhältnis ergeben, werden durch die Vorschriften dieses Gesetzes nicht berührt, soweit sich nicht daraus, daß die Erfindung frei geworden ist (§ 8 Abs. 1), etwas anderes ergibt.

§ 26 Auflösung des Arbeitsverhältnisses

Die Rechte und Pflichten aus diesem Gesetz werden durch die Auflösung des Arbeitsverhältnisses nicht berührt.

§ 27 Insolvenzverfahren

Wird nach unbeschränkter Inanspruchnahme der Dienststerfindung das Insolvenzverfahren über das Vermögen des Arbeitgebers eröffnet, so gilt folgendes:

(1) Veräußert der Insolvenzverwalter die Dienststerfindung mit dem Geschäftsbetrieb, so tritt der Erwerber für die Zeit von der Eröffnung des Insolvenzverfahrens an in die Vergütungspflicht des Arbeitgebers (§ 9) ein.

§ 23 Inequi

(1) Agreements concerning service inventions, free inventions or technical improvement proposals (§ 20 para. 1) permissible according to this Act are void if they are substantially inequitable. The same applies for the fixation of the remuneration (§ 12 para. 4).

(2) The employer and employee may only call upon inequity of agreement or a fixation of remuneration if they make the assertion of inequity by written declaration to the other party at the latest by the expiry of six months from the end of the employment.

§ 24 Obligation to Secrecy

(1) The employer must keep secret any invention of an employee reported or notified to him as long as the employee's legitimate interests require it.

(2) The employee must keep secret a service invention for so long as has not become free (§ 8 para. 1).

(3) Other persons who have obtained knowledge of an invention on the basis of this Act may neither exploit their knowledge nor make it known.

§ 25 Obligations from Employment

Other obligations resulting for the employer and employee from employment are not affected by the provisions of this Act if nothing different results from the invention being released (§ 8 para. 1).

§ 26 Dissolution of Employment

The rights and obligations from this Act are not affected by the dissolution of employment.

§ 27 Insolvency proceedings

If, after unrestricted claim to the employee's invention, insolvency proceedings are instituted against the employer, the following applies:

(1) If the receiver sells the employee's invention with the business, the buyer enters into the employer's obligation to pay remuneration (§ 9) for the period from institution of insolvency proceedings onwards.

(2) Veräußert der Insolvenzverwalter die Dienstfindung ohne den Geschäftsbetrieb, so hat der Arbeitnehmer ein Vorkaufsrecht. Übt der Arbeitnehmer das Vorkaufsrecht aus, so kann er mit seinen Ansprüchen auf Vergütung für die unbeschränkte Inanspruchnahme der Dienstfindung gegen die Kaufpreisforderung aufrechnen. Für den Fall, daß der Arbeitnehmer das Vorkaufsrecht nicht ausübt, kann der Insolvenzverwalter mit dem Erwerber vereinbaren, daß sich dieser verpflichtet, dem Arbeitnehmer eine angemessene Vergütung (§ 9) für die weitere Verwertung der Dienstfindung zu zahlen. Wird eine solche Vereinbarung nicht getroffen, so erhält der Arbeitnehmer eine angemessene Abfindung aus dem Veräußerungserlös.

(3) Verwertet der Insolvenzverwalter die Dienstfindung im Unternehmen des Schuldners, so hat er dem Arbeitnehmer eine angemessene Vergütung für die Verwertung aus der Insolvenzmasse zu zahlen.

(4) Will der Insolvenzverwalter die Dienstfindung weder im Unternehmen des Schuldners verwerten noch veräußern, so gilt § 16 Abs. 1 und 2 entsprechend. Verlangt der Arbeitnehmer die Übertragung der Erfindung, so kann er mit seinen Ansprüchen auf Vergütung für die unbeschränkte Inanspruchnahme der Dienstfindung gegen den Anspruch auf Erstattung der Kosten der Übertragung aufrechnen.

(5) Im übrigen kann der Arbeitnehmer seine Vergütungsansprüche nur als Insolvenzgläubiger geltend machen.

5. Schiedsverfahren

§ 28 Gültliche Einigung

In allen Streitfällen zwischen Arbeitgeber und Arbeitnehmer auf Grund dieses Gesetzes kann jederzeit die Schiedsstelle angerufen werden. Die Schiedsstelle hat zu versuchen, eine gütliche Einigung herbeizuführen.

§ 29 Errichtung der Schiedsstelle

- (1) Die Schiedsstelle wird beim Patentamt errichtet.
- (2) Die Schiedsstelle kann außerhalb ihres Sitzes zusammentreten.

§ 30 Besetzung der Schiedsstelle

- (1) Die Schiedsstelle besteht aus einem Vorsitzenden oder seinem Vertreter und zwei Beisitzern.

(2) If the receiver sells the employee's invention without the business, the employee has a preemptive right. If the employee exercises the preemptive right, he may offset his claims to remuneration for the unlimited claim to the employee's invention, against the purchase price demand. In the event that the employee does not exercise the preemptive right, the receiver may agree with the buyer that the latter should undertake to pay reasonable remuneration (§ 19) to the employee for further exploitation of the employee's invention. If no such agreement is made, the employee receives reasonable compensation from the proceeds of the sale.

(3) If the receiver exploits the employee's invention in the debtor's company, he must pay the employee reasonable remuneration for the exploitation out of the insolvent's estate.

(4) If the receiver wishes neither to exploit the employee's invention in the debtor's company nor sell it, then § 16 paras. 1 and 2 shall apply accordingly. If the employee demands assignment of the invention, he may offset his claims to remuneration for the unlimited claim to the employee's invention, against the claim to reimbursement for the costs of assignment.

(5) Moreover the employee may lodge his claims to remuneration only as an insolvency creditor.

5. Arbitration Procedure

§ 28 Amicable Settlement

The Board of Arbitration may be called upon at any time in a dispute between the employer and employee on the basis of this Act. The Board of Arbitration must attempt to bring about an amicable agreement.

§ 29 Establishment of the Board of Arbitration

- (1) The Board of Arbitration is set up at the Patent Office.
- (2) The Board of Arbitration may meet outside its domicile.

§ 30 Composition of the Board of Arbitration

- (1) The Board of Arbitration consists of a Chairman or his substitute and two assessors.

(2) Der Vorsitzende und sein Vertreter sollen die Befähigung zum Richteramt nach dem Gerichtsverfassungsgesetz besitzen. Sie werden vom Bundesminister für Justiz am Beginn des Kalenderjahres für dessen Dauer berufen.

(3) Die Beisitzer sollen auf dem Gebiet der Technik, auf das sich die Erfindung oder der technische Verbesserungsvorschlag bezieht, besondere Erfahrung besitzen. Sie werden vom Präsidenten des Patentamts aus den Mitgliedern oder Hilfsmitgliedern des Patentamts für den einzelnen Streitfall berufen.

(4) Auf Antrag eines Beteiligten ist die Besetzung der Schiedsstelle um je einen Beisitzer aus Kreisen der Arbeitgeber und der Arbeitnehmer zu erweitern. Diese Beisitzer werden vom Präsidenten des Patentamts aus Vorschlagslisten ausgewählt und für den einzelnen Streitfall bestellt. Zur Einreichung von Vorschlagslisten sind berechtigt die im § 11 genannten Spitzenorganisationen, ferner die Gewerkschaften und die selbstständigen Vereinigungen von Arbeitnehmern mit sozial- oder berufspolitischer Zwecksetzung, die keiner dieser Spitzenorganisationen angeschlossen sind, wenn ihnen eine erhebliche Zahl von Arbeitnehmern angehört, von denen nach der ihnen im Betrieb obliegenden Tätigkeit erfinderische Leistungen erwartet werden.

(5) Der Präsident des Patentamts soll den Beisitzer nach Absatz 4 aus der Vorschlagsliste derjenigen Organisation auswählen, welcher der Beteiligte angehört, wenn der Beteiligte seine Zugehörigkeit zu einer Organisation vor der Auswahl der Schiedsstelle mitgeteilt hat.

(6) Die Dienstaufsicht über die Schiedsstelle führt der Vorsitzende, die Dienstaufsicht über den Vorsitzenden der Bundesminister für Justiz.

§ 31 Anrufung der Schiedsstelle

(1) Die Anrufung der Schiedsstelle erfolgt durch schriftlichen Antrag. Der Antrag soll in zwei Stücken eingereicht werden. Er soll eine kurze Darstellung des Sachverhaltes sowie Namen und Anschrift des anderen Beteiligten enthalten.

(2) Der Antrag wird vom Vorsitzenden der Schiedsstelle dem anderen Beteiligten mit der Aufforderung zugestellt, sich innerhalb einer bestimmten Frist zu dem Antrag schriftlich zu äußern.

§ 32 Antrag auf Erweiterung der Schiedsstelle

Der Antrag auf Erweiterung der Besetzung der Schiedsstelle ist von demjenigen, der die Schiedsstelle anruft, zugleich mit der Anrufung (§ 31 Abs. 1), von dem anderen Beteiligten innerhalb von zwei Wochen nach Zustellung des die Anrufung enthaltenden Antrags (§ 31 Abs. 2) zu stellen.

(2) The Chairman and his substitute shall have the qualification justiceship required according to the Judiciary Act. They are appointed by the Federal Minister of Justice at the beginning of the calendar year for duration.

(3) The assessors shall have special experience in the technical field which the invention or the technical improvement proposal relates. They are appointed by the President of the Patent Office from the members or associates of the Patent Office for the individual case under dispute.

(4) At the request of one of the parties the composition of the Board of Arbitration has to be extended by one assessor from the circle of the employers and from the circle of the employees each. These assessors are selected by the President of the Patent Office from proposal lists and designated for a single case under dispute. Those leading organisations named in § 11, as well as trade unions and the independent employee associations with social professional objectives, which are not connected with any of these parties, if a substantial number of employees belong to them, from whom inventive achievements are to be expected in accordance with their duties in the company, are entitled to submit proposal lists.

(5) The President of the Patent Office shall select the assessor according to paragraph 4 from the proposal list of the organisation to which the party concerned belongs if the party concerned has advised that he belongs to the organisation prior to selection of the Board of Arbitration.

(6) The Board of Arbitration is under the supervision of the Chairman, Chairman under the supervision of the Federal Minister of Justice.

§ 31 Appeal to the Board of Arbitration

(1) Appeal to the Board of Arbitration occurs by written request. The request should be submitted in duplicate. It shall contain a short representation of the facts of the case as well as the name and address of the other party concerned.

(2) The request is forwarded by the Chairman of the Board of Arbitration to the other party concerned with the invitation to express his comments on the request in writing within a specific period.

§ 32 Request to Extend the Board of Arbitration

The request to extend the Board of Arbitration must be submitted by the party appealing to the Board of Arbitration at the same time as the appeal (§ 31 para. 1), by the other party within two weeks after receipt of the request containing the appeal (§ 31 para. 2).

§ 33 Verfahren vor der Schiedsstelle

(1) Auf das Verfahren vor der Schiedsstelle sind § 1032 Abs. 1, § 1035 und 1036 der Zivilprozeßordnung sinngemäß anzuwenden. § 1034 Abs. 1 der Zivilprozeßordnung ist mit der Maßgabe sinngemäß anzuwenden, daß auch Patentanwälte und Erlaubnischeinhaber (Artikel 3 des Zweiten Gesetzes zur Änderung und Überleitung von Vorschriften auf dem Gebiet des gewerblichen Rechtsschutzes vom 2. Juli 1949 – WiGBl. S. 179) sowie Verbandsvertreter im Sinne des § 11 des Arbeitsgerichtsgesetzes von der Schiedsstelle nicht zurückgewiesen werden dürfen.

(2) Im übrigen bestimmt die Schiedsstelle das Verfahren selbst.

§ 34 Einigungsvorschlag der Schiedsstelle

(1) Die Schiedsstelle faßt ihre Beschlüsse mit Stimmenmehrheit. § 196 Abs. 2 des Gerichtsverfassungsgesetzes ist anzuwenden.

(2) Die Schiedsstelle hat den Beteiligten einen Einigungsvorschlag zu machen. Der Einigungsvorschlag ist zu begründen und von sämtlichen Mitgliedern der Schiedsstelle zu unterschreiben. Auf die Möglichkeit des Widerspruchs und die Folgen bei Versäumung der Widerspruchsfrist ist in dem Einigungsvorschlag hinzuweisen. Der Einigungsvorschlag ist den Beteiligten zuzustellen.

(3) Der Einigungsvorschlag gilt als angenommen und eine dem Inhalt des Vorschlags entsprechende Vereinbarung als zustandegekommen, wenn nicht innerhalb eines Monats nach Zustellung des Vorschlages ein schriftlicher Widerspruch eines Beteiligten bei der Schiedsstelle eingeht.

(4) Ist einer der Beteiligten durch unabwendbaren Zufall verhindert worden, den Widerspruch rechtzeitig einzulegen, so ist er auf Antrag wieder in den vorigen Stand einzusetzen. Der Antrag muß innerhalb eines Monats nach Wegfall des Hindernisses schriftlich bei der Schiedsstelle eingereicht werden. Innerhalb dieser Frist ist der Widerspruch nachzuholen. Der Antrag muß den Tatsachen, auf die er gestützt wird, und die Mittel angeben, mit denen diese Tatsachen glaubhaft gemacht werden. Ein Jahr nach Zustellung des Einigungsvorschlages kann die Wiedereinsetzung nicht mehr beantragt und der Widerspruch nicht mehr nachgeholt werden.

(5) Über den Wiedereinsetzungsantrag entscheidet die Schiedsstelle. Gegen die Entscheidung der Schiedsstelle findet die sofortige Beschwerde nach den Vorschriften der Zivilprozeßordnung an das für den Sitz des Antragstellers zuständige Landgericht statt.

§ 33 Proceedings before the Board of Arbitration

(1) § 1032 para. 1, §§ 1035 and 1036 of the Code of Civil Procedure shall be applied mutatis mutandis to the proceedings before the Board of Arbitration. § 1034 para. 1 of the Code of Civil Procedure shall be applied mutatis mutandis subject to the condition that patent attorneys and holders of certificates of representation (Article 3 of the Second Law Act for Amendment and Transfer of Provisions in the Field of Legal Protection Industrial Property of 2 July 1949) as well as association representatives within the meaning of § 11 of the Labour Courts Law must not be rejected from the Board of Arbitration.

(2) Otherwise, the Board of Arbitration determines the proceedings itself.

§ 34 Settlement Proposal of the Board of Arbitration

(1) The Board of Arbitration bases its decisions on majority vote. § 196 para. 2 of the Judiciary Act must be applied.

(2) The Board of Arbitration must put forward a proposal of settlement to the parties concerned. The proposal of settlement must be substantial and signed by all the members of the Board of Arbitration. The proposal of settlement must indicate the possibility of opposition and the consequence of missing the opposition deadline. The proposal of settlement must be forwarded to the parties concerned.

(3) The proposal of settlement is regarded as having been accepted if an agreement corresponding to the content of the proposal as being in place unless a written opposition is received by the Board of Arbitration from one of the parties concerned within one month from receipt of the proposal.

(4) If one of the parties concerned has been prevented from filing opposition within the set period by unavoidable circumstances, it may be reinstated in the former position on request. The request must be filed in writing at the Board of Arbitration within one month of removal of the hindrance. Opposition must be made subsequently within this period. The request must specify the facts on which it is based and the means of satisfactory proof of these facts. Reinstatement can no longer be requested and the opposition may no longer be effected one year after receipt of the proposal of settlement.

(5) The Board of Arbitration decides the request for reinstatement. Immediate appeal to the Regional Court competent for the domicile of the requesting party occurs against the decision of the Board of Arbitration in accordance with the provisions of the Code of Civil Procedure.

§ 35 Erfolgreiche Beendigung des Schiedsverfahrens

- (1) Das Verfahren vor der Schiedsstelle ist erfolglos beendet,
 1. wenn sich der andere Beteiligte innerhalb der ihm nach § 31 Abs. 2 gesetzten Frist nicht geäußert hat;
 2. wenn er es abgelehnt hat, sich auf das Verfahren vor der Schiedsstelle einzulassen;
 3. wenn innerhalb der Frist des § 34 Abs. 3 ein schriftlicher Widerspruch eines der Beteiligten bei der Schiedsstelle eingegangen ist.
- (2) Der Vorsitzende der Schiedsstelle teilt die erfolglose Beendigung des Schiedsverfahrens den Beteiligten mit.

§ 36 Kosten des Schiedsverfahrens

Im Verfahren vor der Schiedsstelle werden keine Gebühren oder Auslagen erhoben.

6. Gerichtliches Verfahren

§ 37 Voraussetzungen für die Erhebung der Klage

- (1) Rechte oder Rechtsverhältnisse, die in diesem Gesetz geregelt sind, können im Wege der Klage erst geltend gemacht werden, nachdem ein Verfahren vor der Schiedsstelle vorausgegangen ist.
- (2) Dies gilt nicht,
 1. wenn mit der Klage Rechte aus einer Vereinbarung (§§ 12, 19, 22, 34) geltend gemacht werden oder die Klage darauf gestützt wird, daß die Vereinbarung nicht rechtswirksam sei;
 2. wenn seit der Anrufung der Schiedsstelle sechs Monate verstrichen sind;
 3. wenn der Arbeitnehmer aus dem Betrieb des Arbeitgebers ausgeschieden ist;
 4. wenn die Parteien vereinbart haben, von der Anrufung der Schiedsstelle abzusehen. Diese Vereinbarung kann erst getroffen werden, nachdem der Streitfall (§ 28) eingetreten ist. Sie bedarf der Schriftform.
- (3) Einer Vereinbarung nach Absatz 2 Nr. 4 steht es gleich, wenn beide Parteien zur Hauptsache mündlich verhandelt haben, ohne geltend zu machen, daß die Schiedsstelle nicht anrufen worden ist.
- (4) Der vorherigen Anrufung der Schiedsstelle bedarf es ferner nicht für Anträge auf Anordnung eines Arrestes oder einer einstweiligen Verfügung.

§ 35 Unsuccessful Conclusion of Arbitration Proceedings

- (1) The proceedings before the Board of Arbitration are concluded unsuccessfully:
 1. if the other party concerned has not expressed his views within the period set in accordance with § 31 para. 2;
 2. if he has refused to enter the proceedings before the Board of Arbitration;
 3. if the Board of Arbitration has received a written opposition from one of the parties concerned within the period of § 34 para. 3.
- (2) The Chairman of the Board of Arbitration advises of the unsuccessful conclusion of the arbitration proceedings to the parties concerned.

§ 36 Costs of the Arbitration Proceedings

No fees or expenses may be charged in the proceedings before the Board of Arbitration.

6. Judicial Proceedings

§ 37 Requirements for Filing an Action

- (1) Rights or legal relationships regulated in this Act may only be asserted with the action after proceedings before the Board of Arbitration have preceded it.
- (2) This does not apply:
 1. if rights from an agreement (§§ 12, 19, 22, 34) are being asserted with the action or the action is supported on the basis that the agreement does not have a legal effect;
 2. if six months have passed since the appeal to the Board of Arbitration;
 3. if the employee has departed the company of the employer;
 4. if the parties have agreed not to appeal to the Board of Arbitration. This agreement may only be made after the case under dispute (§ 2) has arisen. It must be in written form.
- (3) It is equivalent to an agreement according to paragraph 2 No. 4 if both parties have conducted oral proceedings on the substance of the case without asserting that the Board of Arbitration was not appealed to.
- (4) Moreover, prior appeal to the Board of Arbitration is not necessary for requests for ordering an arrest or an interim injunction.

(5) Die Klage ist nach Erlass eines Arrestes oder einer einstweiligen Verfügung ohne die Beschränkung des Absatzes 1 zulässig, wenn der Partei nach den §§ 926, 936 der Zivilprozeßordnung eine Frist zur Erhebung der Klage bestimmt worden ist.

§ 38 Klage auf angemessene Vergütung

Besteht Streit über die Höhe der Vergütung, so kann die Klage auch auf Zahlung eines vom Gericht zu bestimmenden angemessenen Betrages gerichtet werden.

§ 39 Zuständigkeit

(1) Für alle Rechtsstreitigkeiten über Erfindungen eines Arbeitnehmers sind die für Patentstreitsachen zuständigen Gerichte (§ 143 des Patentgesetzes) ohne Rücksicht auf den Streitwert ausschließlich zuständig. Die Vorschriften über das Verfahren in Patentstreitsachen sind anzuwenden.

(2) Ausgenommen von der Regelung des Absatzes 1 sind Rechtsstreitigkeiten, die ausschließlich Ansprüche auf Leistung einer festgestellten oder festgesetzten Vergütung für eine Erfindung zum Gegenstand haben.

Dritter Abschnitt

Erfindungen und technische Verbesserungsvorschläge von Arbeitnehmern im öffentlichen Dienst, von Beamten und Soldaten

§ 40 Arbeitnehmer im öffentlichen Dienst

Auf Erfindungen und technische Verbesserungsvorschläge von Arbeitnehmern, die in Betrieben und Verwaltungen des Bundes, der Länder, der Gemeinden und sonstigen Körperschaften, Anstalten und Stiftungen des öffentlichen Rechts beschäftigt sind, sind die Vorschriften für Arbeitnehmer im privaten Dienst mit folgender Maßgabe anzuwenden:

1. An Stelle der Inanspruchnahme der Dienstverfindung kann der Arbeitgeber eine angemessene Beteiligung an dem Ertrage der Dienstverfindung in Anspruch nehmen, wenn dies vorher vereinbart worden ist. Über die Höhe der Beteiligung können im voraus bindende Abmachungen getroffen werden. Kommt eine Vereinbarung über die Höhe der Beteiligung nicht zustande, so hat der Arbeitgeber sie festzusetzen. § 12 Abs. 3 bis 6 ist entsprechend anzuwenden.

(5) The action is permissible after enactment of arrest or an interim injunction without the restriction of paragraph 1 if a period for filing the action had been determined for the party in accordance with §§ 926, 936 the Code of Civil Procedure.

§ 38 Action for Reasonable Remuneration

If there is dispute concerning the amount of remuneration, then the action may also be directed towards payment of a reasonable amount to be determined by the court.

§ 39 Jurisdiction

(1) The courts competent for patent litigations (§ 143 of the Patent Act) are exclusively responsible for all cases of disputes concerning inventions of an employee without consideration of the value in dispute. The provision concerning the procedure in patent litigation must be applied.

(2) Excepted from the ruling of paragraph 1 are those disputes which exclusively relate to claims for payment of an established or fixed remuneration for an invention.

Third Section

Inventions and Technical Improvement Proposals of Employees in the Public Sector, Civil Servants and Members of the Armed Forces

§ 40 Employees in the Public Sector

The provisions for employees in private employment should be applied to inventions and technical improvement proposals of employees in the Federal, regional or community companies and administrations and other corporations, institutes and foundations under public law status, subject to the following:

1. Instead of claiming the right to the service invention, the employer can claim a reasonable share of the income from the service invention, if this has been agreed beforehand. Binding agreements may be made in advance concerning the extent of the share. If no agreement is reached concerning the extent of the share, then the employer must fix it. § 1 para. 3 to 6 has to be applied mutatis mutandis.

2. Die Behandlung von technischen Verbesserungsvorschlägen nach § 20 Abs. 2 kann auch durch Dienstvereinbarung geregelt werden; Vorschriften, nach denen die Einigung über die Dienstvereinbarung durch die Entscheidung einer höheren Dienststelle oder einer dritten Stelle ersetzt werden kann, finden keine Anwendung.
3. Dem Arbeitnehmer können im öffentlichen Interesse durch allgemeine Anordnung der zuständigen obersten Dienstbehörde Beschränkungen hinsichtlich der Art der Verwertung der Dienstleistung auferlegt werden.
4. Zur Einreichung von Vorschlagslisten für Arbeitgeberbeisitzer (§ 30 Abs. 4) sind auch die Bundesregierung und die Landesregierungen berechtigt.
5. Soweit öffentliche Verwaltung eigene Schiedsstellen zur Beilegung von Streitigkeiten auf Grund dieses Gesetzes errichtet haben, finden die Vorschriften der §§ 29 bis 32 keine Anwendung.

§ 41 Beamte, Soldaten

Auf Erfindungen und technische Verbesserungsvorschläge von Beamten und Soldaten sind Vorschriften für Arbeitnehmer im öffentlichen Dienst entsprechend anzuwenden.

§ 42 Besondere Bestimmungen für Erfindungen von Hochschullehrern und Hochschulassistenten

(1) In Abweichung von den Vorschriften der §§ 40 und 41 sind Erfindungen von Professoren, Dozenten und wissenschaftlichen Assistenten bei den wissenschaftlichen Hochschulen, die von ihnen in dieser Eigenschaft gemacht werden, freie Erfindungen. Die Bestimmungen der §§ 18, 19 und 22 sind nicht anzuwenden.

(2) Hat der Dienstherr für Forschungsarbeiten, die zu der Erfindung geführt haben, besondere Mittel aufgewendet, so sind die in Absatz 1 genannten Personen verpflichtet, die Verwertung der Erfindung dem Dienstherr schriftlich mitzuteilen und ihm auf Verlangen die Art der Verwendung und die Höhe des erzielten Entgelts anzugeben. Der Dienstherr ist berechtigt, innerhalb von drei Monaten nach Eingang der schriftlichen Mitteilung eine angemessene Beteiligung am Ertrag der Erfindung zu beanspruchen. Der Ertrag aus dieser Beteiligung darf die Höhe der aufgewendeten Mittel nicht übersteigen.

2. The handling of technical improvement proposals according to § 2 para. 2 may also be regulated by employment agreement; provision according to which a settlement by way of employment agreement may be replaced by the decision of a higher office or a third party do not apply.

3. In the public interest, the employee may be subject to restriction regarding the type of utilisation of the service invention by general order of the competent highest authority.

4. The Federal and Regional Governments are also entitled to file proposals lists for employer assessors (§ 30 para. 4).

5. If public authorities have set up their own boards of arbitration for handling disputes on the basis of this Act, the provisions of §§ 29 to 32 do not apply.

§ 41 Civil Servants, Members of the Armed Forces

The provisions for employees in the public sector should be applied mutatis mutandis to the inventions and technical improvement proposals of civil servants and members of the Armed Forces.

§ 42 Special Provisions for Inventions of University Lecturers and University Assistants

(1) In departure from the provisions of §§ 40 and 41, the inventions of professors, lecturers and scientific assistants in scientific universities created by them in this capacity are free inventions. The provisions of §§ 18, 19 and 22 do not apply.

(2) If the employer expended special means for research projects which have led to the invention, then the persons named in paragraph 1 are obliged to give written notice to the employer of exploitation of the invention and to specify on request the type of use and the amount of the proceeds realized. The employer is entitled to claim a reasonable share of the income of the invention within three months from receipt of the written notice. The income from this share must not exceed the extent of the expended means.

Vierter Abschnitt Übergangs- und Schlußbestimmungen

§ 43 Erfindungen und technische Verbesserungsvorschläge vor Inkrafttreten des Gesetzes

(1) Die Vorschriften dieses Gesetzes sind mit dem Tage des Inkrafttretens dieses Gesetzes auch auf patentfähige Erfindungen von Arbeitnehmern, die nach dem 21. Juli 1942 und vor dem Inkrafttreten dieses Gesetzes gemacht worden sind, mit der Maßgabe anzuwenden, daß es für die Inanspruchnahme solcher Erfindungen bei den bisher geltenden Vorschriften verbleibt.

(2) Das gleiche gilt für patentfähige Erfindungen von Arbeitnehmern, die vor dem 22. Juli 1942 gemacht worden sind, wenn die Voraussetzungen des § 13 Abs. 1 Satz 2 der Durchführungsverordnung zur Verordnung über die Behandlung von Erfindungen von Gefolgschaftsmitgliedern vom 20. März 1943 (Reichsgesetzbl. I S. 257) gegeben sind und die dort vorgesehene Erklärung über die unbefriedigende Behandlung der Vergütung im Zeitpunkt des Inkrafttretens dieses Gesetzes noch nicht abgegeben war. Für die Abgabe der Erklärung ist die Schiedsstelle (§ 29) zuständig. Die Erklärung kann nicht mehr abgegeben werden, wenn das auf die Erfindung erteilte Patent erloschen ist. Die Sätze 2 und 3 sind nicht anzuwenden, wenn der Anspruch auf angemessene Vergütung im Zeitpunkt des Inkrafttretens dieses Gesetzes bereits rechtshängig geworden ist.

(3) Auf nur gebrauchsmusterfähige Erfindungen, die nach dem 21. Juli 1942 und vor dem Inkrafttreten dieses Gesetzes gemacht worden sind, sind nur die Vorschriften über das Schiedsverfahren und das gerichtliche Verfahren (§§ 28 bis 39) anzuwenden. Im übrigen verbleibt es bei den bisher geltenden Vorschriften.

(4) Auf technische Verbesserungsvorschläge, deren Verwertung vor Inkrafttreten dieses Gesetzes begonnen hat, ist § 20 Abs. 1 nicht anzuwenden.

§ 44 Anhängige Verfahren

Für Verfahren, die im Zeitpunkt des Inkrafttretens dieses Gesetzes anhängig sind, bleiben die nach den bisher geltenden Vorschriften zuständigen Gerichte zuständig.

Fourth Section Transitional and Final Provisions

§ 43 Inventions and Technical Improvement Proposals prior to the Act coming into Force

(1) As from the date of entry into force of this Act the provisions of this Act should also be applied to patentable inventions of employees which were created after 21 July 1942 and prior to the entry into force of this Act, subject to the condition that the previously valid provisions still apply to the claiming of right for such inventions.

(2) The same applies to patentable inventions of employees which were created prior to 22 July 1942 if the preconditions of § 13 paragraph 1 sentence 2 of the implementing order for the Order for handling the inventions of staff members of 20 March 1943 (Reich Law Gazette I p. 257) are given and the declaration provided there concerning the unsatisfactory handling and remuneration at the time of entry into force of this Act had not yet been made. The Board of Arbitration (§ 29) is responsible for making the declaration. The declaration can no longer be made if the patent granted to the invention has lapsed. Sentences 2 and 3 are not applicable if the claim for reasonable remuneration was already pending at the time of entry into force of this Act.

(3) Only the provisions concerning arbitration proceedings and model proceedings (§§ 28 to 39) are applicable to inventions only eligible for utilitarian model protection created after 21 July 1942 and prior to entry into force of this Act. Otherwise, the previously valid provisions remain applicable.

(4) § 20 para. 1 is not applicable to technical improvement proposals, the utilisation of which began prior to entry into force of this Act.

§ 44 Pending Proceedings

For proceedings which are pending at the time of entry into force of this Act, the courts responsible in accordance with previously valid provisions remain competent.

§ 45 Durchführungsbestimmungen

Der Bundesminister der Justiz wird ermächtigt, im Einvernehmen mit dem Bundesminister für Arbeit die für die Erweiterung der Besetzung der Schiedsstelle (§ 30 Abs. 4 und 5) erforderlichen Durchführungsbestimmungen zu erlassen. Insbesondere kann er bestimmen,

1. welche persönlichen Voraussetzungen Personen erfüllen müssen, die als Beisitzer aus Kreisen der Arbeitgeber oder der Arbeitnehmer vorgeschlagen werden;
2. wie die auf Grund der Vorschlagslisten ausgewählten Beisitzer für ihre Tätigkeit zu entschädigen sind.

§ 46 Außerkräfttreten von Vorschriften

Mit dem Inkrafttreten dieses Gesetzes werden folgende Vorschriften aufgehoben, soweit sie nicht bereits außer Kraft getreten sind:

1. die Verordnung über die Behandlung von Erfindungen von Gefolgschaftsmitgliedern vom 12. Juli 1942 (Reichsgesetzbl. I S. 466)
2. Die Durchführungsverordnung zur Verordnung über die Behandlung von Erfindungen von Gefolgschaftsmitgliedern vom 20. März 1943 (Reichsgesetzbl. I S. 257).

§ 47 Besondere Bestimmungen für Berlin

(1) Dieses Gesetz gilt nach Maßgabe des § 13 Abs. 1 des Dritten Überleitungsgesetzes vom 4. Januar 1952 (Bundesgesetzbl. I S. 1) auch im Land Berlin. Rechtsverordnungen, die auf Grund dieses Gesetzes erlassen werden, gelten im Land Berlin nach § 14 des Dritten Überleitungsgesetzes.

(2) Der Bundesminister der Justiz wird ermächtigt, eine weitere Schiedsstelle bei der Dienststelle Berlin des Patentamts zu errichten. Diese Schiedsstelle ist ausschließlich zuständig, wenn der Arbeitnehmer seinen Arbeitsplatz im Land Berlin hat; sie ist ferner zuständig, wenn der Arbeitnehmer seinen Arbeitsplatz in den Ländern Bremen, Hamburg oder Schleswig-Holstein oder in den Oberlandesgerichtsbezirken Braunschweig oder Celle des Landes Niedersachsen hat und bei der Anrufung der Schiedsstelle (§ 31) mit schriftlicher Zustimmung des anderen Beteiligten beantragt wird, das Schiedsverfahren vor der Schiedsstelle bei der Dienststelle Berlin des Patentamts durchzuführen.

(3) Der Präsident des Patentamts kann im Einvernehmen mit dem Senator für Justiz des Landes Berlin als Beisitzer gemäß § 30 Abs. 3 auch Beamte oder Angestellte des Landes Berlin berufen. Sie werden ehrenamtlich tätig.

§ 45 Implémenting Regulations

The Federal Minister of Justice is authorised to enact the implementing regulations necessary for extending the composition of the Board of Arbitration (§ 30 para. 4 and 5) in agreement with the Federal Minister of Employment. He may determine in particular:

1. which personal conditions those persons must meet who have been proposed as assessors from circles of employers or employees;
2. how the assessors selected on the basis of the proposal lists are to be compensated for their activity.

§ 46 Annulment of Provisions

The following provisions shall be annulled on entry into force of this Act where they have not already been annulled:

1. the Order for handling inventions of staff members of 12 July 1942 (Reich Law Gazette I p. 466);
2. the implementing order for the Order for handling inventions of staff members of 20 March 1943 (Reich Law Gazette I p. 257).

§ 47 Special Regulations for Berlin

(1) This Act also applies to the Land of Berlin subject to § 13 para. 1 of the Third Transition Law of 4 January 1952 (Federal Law Gazette I p. 1). Legal orders enacted on the basis of this Act apply in the Land of Berlin in accordance with § 14 of the Third Transition Law.

(2) The Federal Minister of Justice is authorised to set up a further Board of Arbitration at the Berlin office of the Patent Office. This Board of Arbitration is solely responsible if the employee has his/her place of employment in the Land of Berlin; it is also responsible if the employee has his place of employment in the Land of Bremen, of Hamburg or Schleswig-Holstein in the districts of the Federal Supreme Court of Braunschweig or Celle or the Land of Niedersachsen, and on appeal to the Board of Arbitration (§ 31) with the written agreement of the other participating party, is petitioned to conduct the arbitration proceedings before the Board of Arbitration at the Berlin office of the Patent Office.

(3) In agreement with the Senator of Justice of the Land of Berlin, the President of the Patent Office may also appoint civil servants or employees of the Land of Berlin as assessors in accordance with § 30 para. 3. They are active without salary.

(4) Zu Beisitzern aus Kreisen der Arbeitgeber und der Arbeitnehmer (§ 30 Abs. 4) sollen nur Personen bestellt werden, die im Land Berlin ihren Wohnsitz haben.

(5) Der Präsident des Patentamts kann die ihm zustehende Befugnis zur Berufung von Beisitzern auf den Leiter der Dienststelle Berlin des Patentamts übertragen.

§ 48 Saarland

Dieses Gesetz gilt nicht im Saarland.

§ 49 Inkrafttreten

Dieses Gesetz tritt am 1. Oktober 1957 in Kraft.

(4) Only persons residing in the Land of Berlin should be appointed assessors from the circles of employers and employees (§ 30 para. 4).

(5) The President of the Patent Office may transfer authority granted to appoint assessors to the Head of the Berlin office of the Patent Office

§ 48 Saarland

This Act does not apply in Saarland.

§ 49 Entry into Force

This Act enters into force on 1 October 1957.

EXHIBIT C

AUGUST 22, 2003, SALES AND TRANSFER AGREEMENT

DR. HANS VON GLEICHENSTEIN
IN HIS CAPACITY AS INSOLVENCY ADMINISTRATOR
OF THE ESTATE OF FAST TECHNOLOGIES AG

AND

MAGNA-LASTIC DEVICES, INC.

SALE AND TRANSFER AGREEMENT
FOR INTELLECTUAL PROPERTY RIGHTS
OF FAST TECHNOLOGIES AG

Contents

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SALE and TRANSFER AGREEMENT

between

Dr. Hans von Gleichenstein in his capacity as insolvency administrator of the estate of FAST Technology AG, Otto-Hahn-Strasse 24, Gewerbegebiet Riemerling, 85521 Ottobrunn, Germany

"Seller"

and

Magna-lastic Devices, Inc., 111 W. Buchanan Street, Carthage, IL 62321, United States of America

"Purchaser"

The Seller is insolvency administrator over the estate of FAST Technology AG ("FAST AG"), a stock corporation with its seat in Munich, Germany which was engaged, in particular, in the development and manufacture of non-contact sensors used to measure torque.

FAST AG has two subsidiaries, Fast Technology Limited with its seat in Newbury Berks, United Kingdom and FAST Technology L.L.C. with its seat in Livonia, Michigan (together the "FAST Subsidiaries").

The Purchaser, a subsidiary of Methode Electronics Inc., is also engaged in the field of torque sensing and control technology and is interested in gaining an undisputed prevailing ownership in the intellectual property rights which are relevant for its business.

Now, therefore, the Seller wishes to sell and the Purchaser wishes to purchase all IP Rights as defined below.

1. SALE AND TRANSFER

- 1.1 The Seller hereby sells and transfers to the Purchaser with effect as of 31 August 2003 (the "Effective Date") all patents, utility models, registered designs, trade marks, logos and know-how (in particular specific knowledge which has not yet been made available to the public) as well as similar intellectual property rights, whether registered or not, of FAST AG, together with all rights from applications for registration of such rights (together the "IP Rights"). In particular but without limitation thereto, the Seller sells and transfers to the Purchaser the IP Rights listed in Exhibit 1.1 whereby the sale and transfer of each of the IP

Rights under Nos. 21, 32 and 34 of the list titled "Summary of Cases" in Exhibit 1.1 (the "IP List") is subject to the dissolving condition (*auflösenden Bedingung*) that the respective Employee Inventor as defined in Clause 3.2 exercises his statutory pre-emption right (as set out in Clause 3 below). The Purchaser accepts this sale and transfer. To the extent that the transfer of legal title cannot be effected by the Effective Date, as between the parties, they shall put each other in a position they would have been in if the transfer had been effected by the Effective Date.

- 1.2 The IP Rights sold and transferred also include all inventions, business secrets, procedures, formulae and all technical know-how, exclusive and non-exclusive rights to use copy rights (*Nutzungsrechte*) including the right to use software developed in-house (for example by employees) (but excluding software licences from third parties), regardless of whether they are legally protected or not, including all their embodiments, such as for example drawings, records, including data available on files, other computer-readable media or other documentation relating to the IP Rights of FAST AG (all embodiments together the "IP Documentation").
- 1.3 In relation to the IP Rights sold and transferred under this Agreement, in particular those listed under Nos. 1, 2, 13, 30, 31 and 32 of the IP List, which are currently not yet owned by and/or not yet registered in the name of FAST AG, but for the transfer of which FAST AG has a legally valid claim against the respective inventors or any other third party (pursuant to contracts or otherwise), the Seller hereby sells and transfers these claims to the Purchaser. To the extent a sale and transfer of such claims is not legally possible, the Seller shall use all reasonable efforts to effect the legally valid registration of such rights for the Purchaser.
- 1.4 In relation to the IP Rights owned by FAST Subsidiaries, if any, the Seller will use its best efforts to procure that the FAST Subsidiaries transfer the relevant IP Rights to the Purchaser on or before 31 October 2003.
- 1.5 For the avoidance of doubt, the Parties agree that the sale and transfer of the IP Rights under this Agreement does not include the sale and transfer of any tangible assets (e.g. machines and equipment, technical facilities, trade and business fixtures, inventory) nor, with the exception of the IP Rights as defined and specified in Clauses 1.1 to 1.4 hereof, does it include the sale of any intangible assets; in particular, it does not include the sale and transfer of any customer relations or of contractual relationships of any kind such as supply, agency or lease agreements. Furthermore, the Parties agree that the sale and transfer of the IP Rights does not include the transfer of any employment relationship existing between FAST AG and any of its employees.
- 1.6 The Seller is obliged to give all declarations and perform all acts necessary to effect the change of registration of the IP Rights in the relevant registers to the Purchaser. A draft form

of such a consent declaration to the change of registration of the IP Rights is attached as Exhibit 1.6. The Purchaser shall submit to the Seller suitable assignment forms for each of the relevant registered IP Rights. The Seller shall present to the Purchaser the duly signed forms legalised by a public notary (with apostille affixed to the extent required by law) within 10 business days after receipt of the draft forms from the Purchaser.

- 1.7 As soon as possible following signature of this Agreement, the Seller shall submit to the Purchaser the IP Documentation. Furthermore, the Seller shall assist the Purchaser as much as reasonable possible, until the full transfer of title to the IP Rights will have been effected, to safeguard the protection of the IP Rights. In particular, the Seller will undertake all necessary steps to procure that all relevant applications for the prolongation of any IP Rights are made in due time.

2. PURCHASE PRICE

- 2.1 The purchase price amounts to EUR : , subject to a purchase price reduction pursuant to Clause 3.3 (the "Purchase Price").
- 2.2 A partial purchase price of EUR (subject to Clauses 3.3 and 3.4 below) (the "First Partial Purchase Price") is due for payment to the Seller on the Effective Date.
- 2.3 A partial purchase price of EUR (subject to Clauses 3.3 and 3.4 below) (the "Second Partial Purchase Price") shall be due for payment to the Seller 10 business days after the last of the IP Rights listed in Exhibit 1.1, including in particular the IP Rights listed under Nos. 1, 2, 13, 30, 31 and 32 of the IP List have been legally valid registered in the name of the Purchaser, at the latest, however, on 1 September 2005.
- 2.4 Payments to the Seller shall be made to the following Seller's account:

Account Holder: Hans von Gleichenstein

Account No.: 7513104

Bank: Deutsche Bank

Sorting code: 700 700 24

Reference: *"Kaufpreis für IP-Rechte an Herrn von Gleichenstein in seiner Eigenschaft als Insolvenzverwalter der Fast Technologies AG"*

3. **EMPLOYEE INVENTION (*ARBEITNEHMERERFINDUNG*) AND PURCHASE PRICE ADJUSTMENT**

- 3.1 The Seller undertakes to procure that all employees who have made service inventions (*Diensterfindungen*) as defined in Section 4 Employee Inventors' Act (*Arbeitnehmererfindungsgesetz*) ("AFG") during the term of their employment with FAST AG, unless they have already done so, will duly notify the Seller of such inventions pursuant to Section 5 AFG prior to the Effective Date and the Seller will fully claim the rights under the inventions pursuant to Section 6 ss AFG. The Seller undertakes to use all reasonable efforts in order to procure that the legal assignment and registration of these rights for FAST AG and, ultimately, the Purchaser, is achieved without undue delay after signature of this Agreement.
- 3.2 The Purchaser is aware that the sold IP Right(s) listed under Nos. 21, 32 and 34 of the IP List are based on employees service inventions (*Diensterfindungen*) and are therefore subject to a statutory pre-emption right for the benefit of the respective employee inventor (the "Employee Inventors") pursuant to Section 27 para. 2 AFG to the effect that Georg Cuntze has a pre-emption right (*Vorkaufsrecht*) in respect of the IP Rights listed under Nos 21 and 32 of the IP List and David Kelly has a pre-emption right in respect of the IP Right listed under No. 34 of the IP List. The Seller undertakes to send a copy of this agreement to the Employee Inventors without undue delay after signature of this Agreement.
- 3.3 The Seller shall notify the Purchaser as soon as he has received notice from an Employee Inventor that he exercises his statutory pre-emption right. If such right is exercised, the Purchase Price is reduced by the purchase price payable by the Employee Inventor pursuant to Section 467 of the German Civil Code (the "Purchase Price Reduction Amount").
- 3.4 The Purchase Price Reduction Amount shall reduce the Second Partial Purchase Price. If the First Partial Purchase Price has already been paid to the Seller by the time the Purchase Price Reduction Amount becomes due, repayments thereof only become due if and to the extent the Purchase Price Reduction Amount exceeds the amount of the Second Partial Purchase Price.

4. **REPRESENTATIONS AND WARRANTIES**

- 4.1 The Purchaser has inspected the IP files available for FAST AG and compiled the information included in Exhibit 1.1. The Purchaser therefore has detailed knowledge about the IP Rights to be sold and their current legal status. The Seller does not give any representation or warranty in respect of the IP Rights, the IP Documentation or otherwise in respect of legal circumstances or effects described in this Agreement. In particular, the

Seller does not assume any liability for the existence of and ownership to the IP Rights listed in Exhibit 1.1.

- 4.2 Furthermore, all statutory warranty claims or other statutory or contractual claims for damages of the Purchaser out of or in connection with this Agreement, except for any claims which are based on gross negligence or wilful acts of the Seller, are excluded.

5. FUTURE BUSINESS - LICENSES

- 5.1 The Parties agree that, also after the sale and transfer of the IP Rights under this Agreement has become effective, the Seller may freely sell and transfer assets of FAST AG (other than the IP Rights and the IP Documentation sold and transferred to the Purchaser under this Agreement) to any third party, whether by selling and transferring individual assets or by transferring the whole business of FAST AG and that any such sale and transfer, even if this includes inventory which has been produced under exploitation of the IP Rights sold hereunder, shall in no event be construed as an infringement of the IP Rights.
- 5.2 Following the transfer of the IP Rights to the Purchaser as set out in this Agreement, in line with its business policy, the Purchaser will continue offering licenses for the use of its intellectual property rights including the IP Rights acquired hereunder under its standard terms and conditions. On that basis, the Purchaser is willing to enter into negotiations in view of a potential license of the IP Rights subject to such standard terms and conditions to qualifying former customers of FAST AG (in particular with Chicago Pneumatic Tool Company).

6. COSTS

All costs arising in connection with this Agreement, in particular all costs arising from the transfer of the IP Right to the Purchaser and the respective change of registration shall be borne by the Purchaser. For the avoidance of doubt, the Seller shall not bear any costs for the estate of FAST AG in connection with the fulfilment of his obligations pursuant to this Agreement, in particular in connection with his obligations pursuant to Clauses 1.6 and 1.7 hereof.

7. FINAL PROVISIONS

- 7.1 This Agreement contains all agreements reached between the Parties. There are no side agreements.
- 7.2 Any amendments or supplements to this Agreement as well as the waiver of any rights under this Agreement shall be in writing to be effective unless notarisation is required. This also applies to any amendment to, or cancellation of, this written form clause.

7.3 This Agreement is governed by German law. The place of exclusive jurisdiction for all disputes between the Parties arising out of or in connection with this Agreement or regarding its validity is Munich.

7.4 Should a provision of this Agreement or a provision included in this Agreement at a later point in time be or become invalid or null and void as a whole or in part, or should a gap in this Agreement become evident, this does not affect the validity of the remaining provisions. The invalid or null and void provision is replaced, or the gap is filled in, respectively, with effect *ex tunc* by such valid regulation which in legal and economic terms comes closest to what the Parties intended or would have intended in accordance with the purpose of this Agreement if they had considered the point at the time of conclusion of this Agreement.

22. 8. 03 /
München, den 26. 8. 03 Chicago, IL 8-22-200
Place / Date Place / Date

For and on behalf of the Seller:

Name: Dr. v. Gleichenstein

Function:

*Insolvency
Administrator*

GLEICHENSTEIN & BREITLING

Rechtsanwälte
Rottmannstraße 11 a
80333 München
Telefon 0 89/54 27 30-0
Telefax 0 89/54 27 30-15
rae@gleichenstein-und-koll.de

For and on behalf of the Purchaser:

Name:

Function

DAKoman
Name: DOUGLAS A. KOMAN
Function VICE PRESIDENT CORPORATE
FINANCE

EXHIBIT 1.1
IP RIGHTS

SUMMARY OF CASES1. TSIC, IC Patent, Electronics Patent, Torque Sensor IF (FT Case Ref:1)

US Patent No: 6,346,812
 Assignee: Fast Technology GmbH & Fast Technology AG
 Inventors: Lutz May, Adrian Paul Brokaw
 Assignment from Adrian Paul Brokaw to Fast Technology GmbH recorded at USPTO on 16 February 2001;
 Assignment from Lutz May to Fast Technology AG recorded at USPTO on 5 December 2001.

Japanese Patent Application No: 10-548920
 Applicant: Lutz Axel May

European Patent No: 0981760
 Patentee: Fast Technology AG
 Validated in: Italy, Spain, Germany, Sweden, France and the United Kingdom
 Assignment from original applicant Lutz May to Fast Technology AG recorded at EPO on 19 November 2001.

2. Torque/Force Base Patent (FT Case Ref:2)

US Patent Application No: 09/873830 US 6581480
 Inventors/Applicants: Lutz May, Neil Brodey, John Owsley
 Assignment from Lutz May to Fast Technology AG dated 12 February 2003, assignment from Neil Brodey to Fast Technology AG dated 21 March 2003; STILL AWAITING ASSIGNMENT FROM JOHN OWSLEY - Not received by Lloyd Wise as of 7 August 2003 despite numerous reminders both by telephone and facsimile/mail - No assignments yet recorded at USPTO.

Japanese Patent Application No: 2000-546211
 Applicant: Fast Technology GmbH

European Patent Application No: 99907770.4
 Applicant: Fast Technology AG

3. Automatic Gain Control (FT Case Ref: 3)

US Patent Application No: 09/937,230
 Assignee: Fast Technology GmbH
 Inventors: Lutz May, John Owsley
 Assignment recorded at USPTO on 2 January 2003.

Japanese Patent Application No: 2000-606976
 Applicant: Fast Technology AG

European Patent Application No: 00912776.2
Applicant: Fast Technology AG

Israeli Patent Application No: 145533
Applicant: Fast Technology AG

4. Torque and Speed Sensor (FT Case Ref: 4)

US Patent Application No: 09/937,638
Assignee: Fast Technology GmbH
Inventors: Lutz May, John Owsley
Assignment recorded at USPTO on 2 January 2002

Japanese Patent Application No: 2000-608152
Applicant: Fast Technology AG

European Patent Application No: 9907130.0
Applicant: Fast Technology AG

Israeli Patent Application No: 145534
Applicant: Fast Technology AG

5. Longitudinal (Toroid) L1 Disc (FT Case Ref:5)

US Patent Application No: 10/049,323
Assignee: Fast Technology AG
Inventor: Lutz May
Assignment recorded at USPTO on 14 May 2002.

Japanese Patent Application No: 2001-517133
Applicant: Fast Technology AG

European Patent Application No: 00953303.5
Applicant: Fast Technology AG

Israeli Patent Application No: 148017
Applicant: Fast Technology AG

5a. Disc Sensor (FT Case Ref:5a)

US Patent Application No: 10/049322
Assignee: Fast Technology AG
Inventors: Lutz May
Assignment recorded at USPTO on 14 May 2002.

Japanese Patent Application No: 2001-517134
Applicant: Fast Technology AG

European Patent Application No: 00853308.4
Applicant: Fast Technology AG

Israeli Patent Application No: 148016
Applicant: Fast Technology AG

6. Accelerometer (FT Case Ref:6)

US Patent Application No: 10/110,007
Assignee: Fast Technology AG
Inventors: Lutz May
Assignment recorded at USPTO on 14 May 2003.

Japanese Patent Application No: 2001-530597
Applicant: Fast Technology AG

European Patent Application No: 00871326.4
Applicant: Fast Technology AG

Israeli Patent Application No: 148957
Applicant: Fast Technology AG

7. Strong Ambient Field Sensor (FT Case Ref:7)

US Patent Application No: 10/089,978
Assignee: Fast Technology AG
Inventor: Lutz May
Assignment recorded at USPTO on 14 May 2002.

Japanese Patent Application No: 2001-530548
Applicant: Fast Technology AG

European Patent Application No: 00872736.3
Applicant: Fast Technology AG

Israeli Patent Application No: 148954
Applicant: Fast Technology AG

8. Load Cell, Physical Force Sensing, Pressure Sensor (FT Case Ref:8)

US Patent Application No: 10/239,545
Assignee: Fast Technology AG
Inventors: Lutz May
Assignment recorded at USPTO on 18 December 2002.

Japanese Patent Application No: 2001-571064
Applicant: Fast Technology AG

European Patent Application No:
Applicant: Fast Technology AG

Israeli Patent Application No: 151755
Applicant: Fast Technology AG

9. Longitudinal Process RS (L2) (FT Case Ref:9)

US Patent Application No: 10/257,337
Assignee: Fast Technology AG
Inventors: Lutz May
Assignment recorded at USPTO on 11 February 2003.

Japanese Patent Application No: 2001-575421
Applicant: Fast Technology AG

European Patent Application No: 01931581.1
Applicant: Fast Technology AG

Israeli Patent Application No: 152176
Applicant: Fast Technology AG

10. (FT Case Ref:10) There are no active cases for this case, this being an investigation into a third party's patent some years ago.

11. Automatic Field Refresh Disc (FT Case Ref:11)

US Patent Application No: 10/258,275
Assignee: Fast Technology AG
Inventors: Lutz May
Assignment recorded at USPTO on 27 January 2003.

Japanese Patent Application No: 2001-585430
Applicant: Fast Technology AG

European Patent Application No: 01943403.4
Applicant: Fast Technology AG

Israeli Patent Application No: 152142
Applicant: Fast Technology AG

12. Axial Movement Compensating TS (FT Case Ref:12)

US Patent Application No: 10/297,980
Assignee: Fast Technology AG
Inventors: Lutz May
Assignment recorded at USPTO on 22 April 2003.

Japanese Patent Application No: 2002-510906

Applicant: Fast Technology AG

European Patent Application No: 01960281.2
Applicant: Fast Technology AG

Israeli Patent Application No: 153088
Applicant: Fast Technology AG

13. Hollow Shaft (FT Case Ref:13)

US Patent Application No: to be advised – awaiting official filing receipt

Inventor/Applicant: Lutz May

Assignment document from Lutz May to Fast Technology dated 21 March 2003 received by Lloyd Wise and forwarded to US attorney on 4 April 2003 – we are awaiting confirmation of recordal of the assignment from the USPTO.

Japanese Patent Application No: 2002-527746
Applicant: Fast Technology AG

European Patent Application No: 01962269.1
Applicant: Fast Technology AG

Israeli Patent Application No: 154855
Applicant: Fast Technology AG

14. Centre Magnet (FT Case Ref:14)

International Patent Application No: PCT/EP02/00786
Applicant: Fast Technology AG
Inventors: Lutz May

15. Portable Sensor Unit (FT Case Ref:15)
International Patent Application No: PCT/EP02/00784
Applicant: Fast Technology AG
Inventors: Lutz May

16. Axial Shift Measurement (FT Case Ref:16)

This case was cognated with the axial movement compensation TS case (case 12) as an international application – see case 12 above.

17. Angle Sensor (FT Case Ref:17)

International Patent Application No: PCT/EP01/13698
Applicant: Fast Technology AG
Inventors: Lutz May

18. Helical Coil – L1 Magnetisation (FT Case Ref:18)

International Patent Application No: PCT/EP02/01225
Applicant: Fast Technology AG
Inventors: Lutz May

19. Automatic Gain Control Compensation (FT Case Ref:19)

International Patent Application No: PCT/EP02/01704
Applicant: Fast Technology AG
Inventors: Lutz May

20. Maintenance Free High Precision Force Sensor (FT Case Ref:20)

International Patent Application No: PCT/EP02/01230
Applicant: Fast Technology AG
Inventors: Lutz May

21. Micro Coil Field Sensor (FT Case Ref:21)

International Patent Application No: PCT/EP02/08820
Applicant: Fast Technology AG
Inventors: Lutz May, Georg Cuntze

22. Plus Programmable Interface Unit (FT Case Ref:22)

International Patent Application No: PCT/EP02/04871
Applicant: Fast Technology AG
Inventors: Lutz May

28- 23. Impact Torque Measurement (FT Case Ref:23)

International Patent Application No: PCT/EP0
Applicant: Fast Technology AG
Inventors: Lutz May

24. AC Disc Sensor - PM Magnetism (FT Case Ref:24)

International Patent Application No: PCT/EP02/06300
Applicant: Fast Technology AG
Inventors: Lutz May

25. Demagnetizing Unit (FT Case Ref:25)

This case has been abandoned.

26. Non-Encoded Sensor Host (FT Case Ref:26)

International Patent Application No: PCT/EP02/13952
Applicant: Fast Technology AG
Inventors: Lutz May

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27. Torque Loss Measurement (FT Case Ref:27)

This case has been abandoned.

28. Improved Torque Pulse Processing (FT Case Ref:28)

The case has been abandoned.

29. Rotational Non-Uniformity Detection (FT Case Ref:29)

International Patent Application No: PCT/EP02/14820
Applicant: Fast Technology AG
Inventors: Lutz May

30. Pulse Torque Measurement APC (FT Case Ref:30)

International Patent Application No: PCT/EP03/01908
Applicant: Fast Technology AG
Inventors: Lutz May

US Patent Application No: to be advised – awaiting official filing receipt

Assignee: -
Inventors: Lutz May

Awaiting signed Assignment document from Lutz May – sent to Fast Technology for signature on 28 February 2003; document not received by Lloyd Wise as of 7 August 2003.

31. Linear Displacement Transducer (FT Case Ref:31)

International Patent Application No: PCT/EP03/01907
Applicant: Fast Technology AG
Inventors: Lutz May

US Patent Application No: 10/373,634

Assignee: -
Inventors: Lutz May

Awaiting signed Assignment document from Lutz May – sent to Fast Technology for signature on 28 February 2003; document not received by Lloyd Wise as of 7 August 2003.

32. Linear Position Sensor (FT Case Ref:32)

International Patent Application No: PCT/EP03/04355
Applicant: Fast Technology AG
Inventors: Lutz May; Georg Cuntze

US Patent Application No: 10/419,995

Assignee: -
Inventors: Lutz May; Georg Cuntze

Awaiting signed Assignment document from Lutz May and Georg Cuntze – sent to Fast Technology for signature on 25 April 2003; document not received by Lloyd Wise as of 7 August 2003.

33. Crossed Sensor Arrangement (FT Case Ref:33)

This case has yet to be filed.

34. Torque Sensor Adaptor (Golfath) (FT Case Ref:34)

British Patent Application No: 0219745.7
Applicant: Fast Technology AG
Inventors: Lutz May, David L Kelly

37. Wireless Torque Transducer (FT Case Ref:37)

British Patent Application No: 0222286.6
Applicant: Fast Technology AG
Inventors: unknown

38. (FT Case Ref:38)
This case was not handled by Lloyd Wise.

39. (FT Case Ref:39)

British Patent Application No: 0303841.1
Applicant: Fast Technology AG
Inventors: Unknown

LLOYD WISE
7 August 2003

ASSIGNMENTS

12/01 7:48 PAGE 2/4 Right FAX

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UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20531

DECEMBER 06, 2001

PLEASE

FLATT, KAYN, GIBBONS, GUTMAN & BONGTNT
ROBERT C. KAIN, JR.
750 S.E. THIRD AVENUE, SUITE 100
FT. LAUDERDALE, FL 33316-1153

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RECORDATION DATE: 12/05/2001

REEL/FRAME: 012213/0682
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

MAY, LUTZ AXEL

DOC DATE: 11/08/2001

ASSIGNEE:

PIEFAST TECHNOLOGY AG
IM OTTO HAHN STRASSE 24
74639 GERNERBERG RHEINLAND
D-85521 OTTOBRUNN, FWD REP GERMANY

SERIAL NUMBER: 09423888
PATENT NUMBER:

FILING DATE: 11/12/1999
ISSUE DATE:

SHARILL COLES, EXAMINER
ASSIGNMENT DIVISION
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Page 2

ASSIGNMENTS

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UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
Acting Secretary and Commissioner
of Patents and Trademarks
Washington, D.C. 20231

DECEMBER 06, 2001

PTAS

FLEIT, KATH, GIBBONS, GUTMAN & BONGIAT
ROBERT C. KAIN, JR.
750 S.E. THIRD AVENUE, SUITE 100
FT. LAUDERDALE, FL 33316-1169

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UNITED STATES PATENT AND TRADEMARK OFFICE
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RECORDATION DATE: 12/05/2001

REEL/FRAME: 012213/0682
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

MAY, LUTZ AXEL

DOC DATE: 11/08/2001

ASSIGNEE:

FAST TECHNOLOGY AG
IM OTTO BAHN STRASSE 24
D-85521 OTTOBRUNN, FWD REP GERMANY

SERIAL NUMBER: 09423888

FILING DATE: 11/12/1999

PATENT NUMBER:

ISSUE DATE:

SHARILL COLES, EXAMINER
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UNITED STATES
PATENT AND
TRADEMARK OFFICE

JANUARY 11, 2002

Chief Financial Officer and Chief Administrative Officer
Washington, DC 20231
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101929645A

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RECORDATION DATE: 01/02/2002

REEL/FRAME: 012293/0292
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
MAY, LUTZ AXEL

DOC DATE: 11/08/2001

ASSIGNOR:
OWSLEY, JOHN

DOC DATE: 11/08/2001

ASSIGNEE:
FAST TECHNOLOGY GMBH
OTTO FAHN STR 24
GEWERBEGEBIET RIEMERLING
D-85521 OTTOBRUNN, FED REP GERMANY

SERIAL NUMBER: 09937230
PATENT NUMBER:

FILING DATE:
ISSUE DATE:

MARCUS KIRK, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

Received: 1/4/02 3:50PM;

OPR/ASSIGNMENTS 1 02 3:52 PAGE 2/4 Right FAX

OPR/ASSIGNMENTS



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JANUARY 02, 2002

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ROBERT C. KAIN, JR.
750 S.E. THIRD AVENUE, SUITE 100
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RECORDATION DATE: 01/02/2002

REEL/FRAME: 012267/0328
NUMBER OF PAGES: 6

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
MAY, LUTZ AXEL

DOC DATE: 11/08/2001

ASSIGNOR:
OWSLKY, JOHN

DOC DATE: 12/07/2001

ASSIGNEE:
FAST TECHNOLOGY GMBH
OTTO HAHN STR 24
GEWERBEGEBIET RIEMERLING
D-85521 OTTOKRONN, FED REP GERMANY

SERIAL NUMBER: 09937638
PATENT NUMBER:

FILING DATE:
ISSUE DATE:

MARY BENTON, EXAMINER
ASSIGNMENT DIVISION
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14/02 2:06 PAGE 2/4 Right

5



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RECORDATION DATE: 05/14/2002

REEL/FRAME: 012686/0623

NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

MAY, LUTZ AXEL

DOC DATE: 05/03/2002

ASSIGNEE:

FAST TECHNOLOGY AG
OTTO HAHN STR 24
GEWERBEGEBIET RUMMERING
D-85521 OTTOBRUNN, FED REP GERMANY

SERIAL NUMBER: 10049323

PATENT NUMBER:

FILING DATE:

ISSUE DATE:

JEEVON JONES, EXAMINER
ASSIGNMENT DIVISION
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07/08 '03 15:50 FAX

BY: FRANK FIL--KAIN

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854 768 0158

May-21-02 1:40PM

5/14/02 2:10 PAGE 2/4

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MAY 14, 2002

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FT. LAUDERDALE, FLORIDA 33316-1153

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RECORDATION DATE: 05/14/2002

REEL/FRAME: 012686/0684
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
MAY, LUTZ AXEL

DOC DATE: 05/03/2002

ASSIGNEE:
FAST TECHNOLOGY AG
OTTO HAIN STR. 24, GEMERBEGEBIET
KIESELING
D-85521 OTTOBRUNN, FED REP GERMANY

SERIAL NUMBER: 10049322
PATENT NUMBER:

FILING DATE:
ISSUE DATE:

VIOLET MCCOY, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS



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Washington, D.C. 20231

MAY 14, 2002

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ROBERT C. KAIN DR.
750 S.W. THIRD AVENUE
SUITE 100
FT. LAUDERDALE, FLORIDA 33316-1153

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RECORDATION DATE: 05/14/2002

REEL/FRAME: 012686/0687
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
HAY, LUTZ AXEL

DOC DATE: 05/03/2002

ASSIGNEE:
FAST TECHNOLOGY AG
OTTO HAHN STR 24
GERNEHEDIGEN RHEINLAND
D-85521 OTTOBRUNN, FED REP GERMANY

SERIAL NUMBER: 10110007
PATENT NUMBER:

FILING DATE:
ISSUE DATE:

THERESA FREDERICK, EXAMINER
ASSIGNMENT DIVISION
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07/08
By: FKSGB*FTL--KAIN
70/ASSIGNMENTS

854 788 0158;

May-21-02 1141PM;

Page 12/14

5/14/02 2:10 PAGE 2/4 NightFAX



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MAY 14, 2002

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ROBERT C. KAIN JR.
750 S.E. THIRD AVENUE, SUITE 100
FT. LAUDERDALE, FLORIDA 33316-1153

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RECORDATION DATE: 05/14/2002

REEL/FRAME: 012686/0681
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

MAY, LUTZ AXEL

DOC DATE: 05/03/2002

ASSIGNEE:

FAST TECHNOLOGY AG
OTTO HAHN STR 24
GEWERBEGEBIET RIEMERLING
D-81521 OTTODORN, FED REP GERMANY

SERIAL NUMBER: 10089978
PATENT NUMBER:

FILING DATE:
ISSUE DATE:

JOHN STEWART, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

07/08 00 10:00 AM
By: PKEGH*PTL-KAINJ
12/20/02 1:23 PM
JPR/ASSIGNMENTS

854 768 01581 Dec-20-02 21:19:18,
JPR/ASSIGNMENTS - PKEGH*PTL-KAINJ, PKEGH*PTL-KAINJ
12/20/02 1:23 PAGE 2/4 RightFAX



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DECEMBER 20, 2002

FEAS

FLEIT, KAIN, GIBSONS, GUTMAN, ET AL
ROBERT C. KAIN, JR.
750 SOUTHEAST THIRD AVENUE, SUITE 100
FT. LAUDERDALE, FLORIDA 33316-1153

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RECORDATION DATE: 12/18/2002

REEL/FRAME: 013306/0938
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

MAY, LUTZ JOEL

DOC DATE: 09/26/2002

ASSIGNEE:

FAST TECHNOLOGY AG
OTTO HAIN STR 24, GEWERBEGEBIET
RIEMERLING
D-85521 OTTOBRUNN, FED REP GERMANY

SERIAL NUMBER: 10239545
PATENT NUMBER:

FILING DATE:
ISSUE DATE:

ALLYSON FURNELL, EXAMINER
ASSIGNMENT DIVISION
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FEBRUARY 13, 2003

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ELEIT, KAHN ET AL.
ROBERT C. KAHN, JR.
750 SOUTHEAST THIRD AVENUE
SUITE 100
FT. LAUDERDALE, FL 33316-1153

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RECORDATION DATE: 02/11/2003

REEL/FRAME: 013424/0613
NUMBER OF PAGES: 4

REEL: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
HAY, LUIZ ADEL

DOC DATE: 10/15/2002

ASSIGNEE:
FAST TECHNOLOGY AG
OTTO HAHN STR. 24
GRUNHEGGEHOF REIMERLING, D-85521
OTTENBURN, FED REP GERMANYSERIAL NUMBER: 10257337
PATENT NUMBER:FILING DATE:
ISSUE DATE:

STEVEN POST, EXAMINER
ASSIGNMENT DIVISION
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JANUARY 28, 2003

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ROBERT C. KAIN, JR.
780 S.E. THIRD AVENUE
STE. 100
FT. LAUDERDALE, FL 33316-1153

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RECORDATION DATE: 01/27/2003

REEL/FRAME: 013385/0738

NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

MAY, LUTS AXEL

DOC DATE: 10/15/2002

ASSIGNEE:

FAST TECHNOLOGY AG
OTTO HAHN STR 24
GEWERBECENTRUM RIEMERLING
D-85521 OTTOBRUNN, FED REP GERMANY

SERIAL NUMBER: 10250275

FILING DATE:

PATENT NUMBER:

ISSUE DATE:

SHARON BROOKS, EXAMINER
ASSIGNMENT DIVISION
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APRIL 22, 2003

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PLEIT, KATH, GIBSONS ET.AL.
ROBERT C. KAIN
790 S.E. THIRD AVENUE, SUITE 100
FT. LAUDERDALE, FL 33316-1153

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RECORDATION DATE: 04/22/2003

KEEL/FRAME: 013587/0460
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
MAY, LUTZ AXEL

DOC DATE: 12/04/2002

ASSIGNEE:
EAST TECHNOLOGY AG
OTTO HAHN STR 24
GEWERBERGEBIET RHEMERLING
D-85821 OTTOBRUNN, FED REP GERMANY

SERIAL NUMBER: 10297980
PATENT NUMBER:

FILING DATE:
ISSUE DATE:

PAULA MCCRAY, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

Internal Title:
Official Title:

Torque IC
Conditioner Circuit for Torque Sensor

Case#Att.	56445	43505	44301	44302	44300
Appl. #	9709710.9	PCT/GB98/01357	10-548520	09/423,888	08 920 880.0-2214
filing date	13.05.1997	13.05.1998	13.05.1998	13.05.1998	13.05.1998
priority (file#)	GB 9709710.9	GB 9709710.9	GB 9709710.9	GB 9709710.9	GB 9709710.9
priority date	13.05.1997	13.05.1997	13.05.1997	13.05.1997	13.05.1997
publication #	WO 98/52063			US 6,346,812	EP 0 981 760
designated countries	all				AT, BE, CH, DE, FI, FR, GB, IT, NL, PT, SE
patent #				6,346,812	981760
date of grant				15.02.2002	20.03.2002
status	lapsed	ended	pending	granted	granted
remarks			no request for examination filed yet, term for filing	annual fees to be paid	annual fees to be paid
current actions	none	none	none	none	in force for Germany, France, Great Britain, Italy, Spain and Sweden

Internal Title: Torque/Force
 Official Title: Magnetising Arrangement for Torque/Force Sensor

Case#/Att.	43832	44838	44837	44836
Appl. #	PCT/GB99/00736	2000-546211	09/673,930	98907770.4
filing date	11.03.1999	11.03.1999	11.03.1999	11.03.1999
priority (file#)	GB 9808792.7	GB 9808792.7	GB 9808792.7	GB 9808792.7
priority date	23.04.1998	23.04.1998	23.04.1998	23.04.1998
publication #	WO 99/56089			1070237
designated countries	all			AT, BE, CH, DE, ES, FI, FR, GB, IT, NL, PT, SE
patent #				
date of grant				
status	ended	pending request for examination	cost issue: 2000€ to be paid by 8th April 2003	pending
remarks	positive preliminary international examination report	has to be filed by 11.03.07	none	none
current actions	none	none	none	none

Internal Title: AGC
 Official Title: Magnelised Torque Transducer Elements

Case#Att	44462	45500	45502	45589	45594
Appl #	PCT/GB0001103	2000-606976	09/937,230	00912776.2	146533
filing date	23.03.1999	23.03.2000	23.03.2000	23.03.2000	23.03.2000
priority (file#)	GB 9906735.7	GB 8906735.7	GB 9906735.7	GB 8906735.7	GB 8906735.7
priority date	23.03.1999	23.03.1999	23.03.1999	23.03.1999	23.03.1999
publication #	WO 00/57150			1168627	
designated countries	all				
patent #					
date of grant					
status	lapsed	ended	pending	pending	pending
remarks		request for examination has to be filed by 23.03.07			
current actions	none	none	none	none	none

Internal Title: Torque & Speed
 Official Title: Torque and Speed Sensor

Case#	44463	45504	45506	45503	45505
Appl. #	9907130.0	2000-808152	09/837,838	00912830.7	145534
filing date	26.03.1999	27.03.2000	27.03.2000	27.03.2000	27.03.2000
priority (file#)	GB 9807130.0	GB 9807130.0	GB 9907130.0	GB 9907130.0	GB 9907130.0
priority date	26.03.1999	26.03.1998	26.03.1999	26.03.1999	26.03.1999
publication #	WO 00/58704			1166069	
designated countries	all				
patent #					
date of grant					
status	ended	pending request for examination	pending	pending	pending
remarks		has to be filed by 27.03.07			
current actions	none	none	none	none	none

Longitudinal Toroid. Longitudinal Toroid. Disc Sensor
Longitudinally Magnellised Transducer (GB)

Magnetised Transducer Element for Torque or Force Sensor (PCT)

Applications named with * (1) belong to PCT(1), applications named with * (2) belong to PCT(2). The later are to be found in file internal #5a

45732	45727	45733	45728
00853303.5	00853308.4	148017	148016
14.08.2000	14.08.2000	14.08.2000	14.08.2000
GB 9919085.4	GB 9919085.4	GB 9919085.4	GB 9919085.4
12.08.1999	12.08.1999	12.08.1998	12.08.1998
1203209	1203210		

pending

pending

pending

pending

none

none

none

none

AZ 585A

Internal Title: Accelerometer
 Official Title: Accelerometer

Cases#Att.	57721	44773	45836	43634	43637
Appl. #	9923894.1	PCT/EP00/09783	2001-530597	00871326.4	148957
filing date	08.10.1999	05.10.2000	05.10.2000	05.10.2000	05.10.2000
priority (file#)	-	GB 9923894.1	GB 9923894.1	GB 9923894.1	GB 9923894.1
priority date	-	08.10.1999	08.10.1999	08.10.1999	08.10.1999
publication #	-	WO 01/27638	-	1221055	-
designated countries	-	all	-	-	-
patent #	-	-	-	-	-
date of grant	-	-	-	-	-
status	lapsed	ended	pending	pending	pending
remarks	-	-	pending request for examination has to be filed by 05.10.07	-	-
current actions	none	none	none	none	none

Official Title: Torque Measurement Apparatus

57722	44774	45840	45039	46838	45841
9924046.7	PCT/EP00/10022	2001-530548	10/089,978	00972736.3	148854
11.10.1999	10.10.2000	10.10.2000	10.10.2000	10.10.2000	10.10.2000
-	GB 9924046.7	GB 9924046.7	GB 9924046.7	GB 9924046.7	GB 9924046.7
-	11.10.1999	11.10.1999	11.10.1999	11.10.1999	11.10.1999
-	WO 01/27584			1221030	

AZ 7

Internal Title: Physical Force Sensing
Official Title: Magnetic-based Force/Torque Sensing

Case#AIL	57717	45198	46100	46089	45401
Appl. #	0007532.5	PCT/EP0103562	2001-571064	10239,545	
filing date	28.03.2000	28.03.2001	28.03.2000	28.03.2000	28.03.2000
priority (file#)	-	GB 0007532.5			
priority date	-	28.03.2000			
publication #	-	WO 0173390			
designated countries	-	all			
patent #	-	-			
date of grant	-	-			
status	lapsed	pending entry into national/regional phase by 28.08.2002			
remarks					???
current actions	none	none			

Internal Title:
Official Title:

L2 Patent RS Process
Magnetic Transducer Element and Method of Preparation

Case#Att	57816	45209	40100	46159	46159
Appl. #	0009492.0	PCT/EP0104077	2001-578421	152176	152176
filing date	17.04.2000	10.04.2001	10.04.2001	10.04.2001	10.04.2001
priority (file#)	-	GB 0009492.0		01931581.1	
priority date	-	17.04.2000			
publication #		WO 0179801			
designated countries	-	all			
patent #	-	-			
date of grant	-	-			
status	lapsed	pending entry into national/regional phase by 17.10.2002	ongoing	ongoing	ongoing
remarks			regional phase	regional phase	regional phase
current actions	none	none			

Internal Title:
Official Title:

TRW Joint Patent
Power Steering Mechanism with Magnetoelastic Torsion Bar

US

Case#Alt.	J41884
Case#Tero	TRW (M) 4278
Appl. #	09/516,382
filing date	28.02.2000
priority (file#)	-
priority date	-
publication #	US 6,360,841
designated	-
countries	-
patent #	6,360,841
date of grant	26.03.2002
status	granted
remarks	joint application
current actions	together with TRW
	none

Internal Title: Automatic Field Refresh
 Official Title: Magneto-based Torque/Speed Sensor

Casat/Alt	57834	46137	46138	46139	46140
Appl. #	0012228.7	PCT/EP01/05705	2001-588430		
filing date	19.05.2000	17.05.2001	17.05.2001		
priority (file#)		GB 0012226.7			
publication #		19.05.2000			
designated		WO 01/0711			
countries		all			
patent #					
date of grant					
status	lapsed	pending	proceeding	proceeding	proceeding
remarks		preliminary examination requested	since Dec 2002		
current actions	none	none			

Internal Title:
Official Title:

Axial Movement Compensated Torque
Magnetic Transducer Torque Measurement

Casal/Alt.	57835	43287	46262	46254	46251	46263
Appl. #	0014568.0	PCT/EP01406482	2002-510908	not yet known	01980281.2	153088
filing date	14.08.2000	07.06.2001	07.06.2001	07.06.2001	07.06.2001	07.06.2001
priority (file#)	-	GB 0014568.0	GB 0025036.5			
priority date	-	14.06.2000	12.10.2000			
publication #	-	WO 01/96826				
designated countries	-	all				
patent #	-					
date of grant	-			11.Dec.2002		
status	lapsed	pending	proceeding national phase since Dec 02	proceeding national phase since Dec 02	proceeding national phase since Dec 02	proceeding national phase since Dec 02
remarks		preliminary examination requested	examination must be requested by 7th June 2003			
current actions	none					

Internal Title: Torque Sensing Inside Shaft
Official Title: Magnetic Torque Sensor System

Case #	45477
Appl. #	PCT/EP01/10438
filing date	11.09.2001
priority (file#)	GB 0022315.6
priority date	12.09.2000
publication #	WO 02/23146
designated countries	all
patent #	
date of grant	
status	lapsed
remarks	pending preliminary examination requested none
current actions	none

Internal Title: Centre Magnet
Official Title: Magnetisation of Magnetic Transducer

Casafit 57687 15524

Appl. #	0101982.7	PCT/EP02/00788
filing date	25.01.2001	24.01.2002
priority (file#)	-	GB 0101982.7
priority date	-	25.01.2001
publication #	-	WO 02/058556
designated	-	all
countries	-	-
patent #	-	-
date of grant	-	-
status	lapsed	pending
remarks		preliminary examination requested
current actions	none	none

Internal Title: Portable Sensor Unit
Official Title: Portable Magnetic Transducer

Case# 67899 46530

Appl. #	0101881.9	PCT/EP02/00784
filing date	24.01.2002	
priority (file#)	GB 0101881.9	
priority date	25.01.2001	
publication #	WO 02/059555	
designated	all	
countries	-	
patent #	-	
date of grant	-	
status	lapsed	pending
remarks		preliminary
current actions	none	examination
		none

Internal Title: Axial Shift Measurement
Official Title: Magnetic Transducer System

Case# Atl: 67905
Appl. # 0025036.5
filing date 12.10.2000
priority (file#)
priority date
publication #
designated
countries
patent #
date of grant
status lapsed
remarks
current actions none

Priority of this GB-Application was claimed for PCT-Application Internal#12 (Case# Atl 45297)

Internal Title: Magnetic Angle Sensor
Official Title: Angle Measurement by Magnetic Transducer

Case#Alt	Applicant	45544	10/15
57822	0028343.2	PCT/EP01/13698	
filing date	21.11.2000	21.11.2001	
priority (file#)		GB 0028343.2	
priority date		21.11.2000	
publication #		WO 02/42713	
designated countries		all	
patent #			
date of grant			
status	lapsed		
remarks		pending search report	
current actions	none	issued	
		none	

Internal Title:
Official Title:

Helical Coil L1 Mag.
Longitudinally-Magnetised Transducer

Grant #/Alt. 67036 45725

Appl. #	0103036.0	PCT/EP0201225
filing date	07.02.2001	06.02.2002
priority (file#)	-	0103036.0
priority date	-	07.02.2001
publication #	-	WO 02/063262
designated countries	-	all
patent #	-	-
date of grant	-	-
status	lapsed	pending
remarks		search report issued
current actions	none	none

Internal Title: AGC Compensation
 Official Title: Magnetic Transducer Measurement

Case# 57957 45728

Appl. #	0104409.8	PCT/EP02/01704
filing date	22.02.2001	18.02.2002
priority (file#)	-	GB 0104409.8
priority date	-	22.02.2001
publication #	-	WO01/27584
designated	-	all
countries	-	-
patent #	-	-
date of grant	-	-
status	pending	pending

remarks

search report issued to be taken by 22nd Aug 2003

action on national phase to be taken by 22nd Aug 2003

action on national phase to be taken by 22nd Aug 2003

action on national phase to be taken by 22nd Aug 2003

current actions none

Internal Title: Bar Mag
Official Title: Measurement of Tension in Running Thread (GB)
Force Sensor Device (PCT)

Case#All 57972 45886

Appl. #	0103037.8	PCT/EP02/01230
filing date	07.02.2001	06.02.2002
priority (file#)	-	GB 0103037.8
priority date	-	07.02.2001
publication #	-	WO02/071018
designated	-	all
countries	-	-
patent #	-	-
date of grant	-	-
status	lapsed	pending
remarks		enter International preliminary examination until 07.09.02
current actions	none	none

Internal Title: Micro Coil Field Sensor
Official Title: Magnetic Field Sensor

57985 46022

Case#Att. 0119478.6 PCT/EP02/08820
Appl. # 09.08.2001 07.08.2001
filing date
priority (file#)
priority date
publication #
designated
countries
patent #
date of grant
status
remarks

pending
decision about
further applications
claiming priority

current actions

Internal Title:
Official Title:
Data Transfer Protocol

Cases/Alt.	58018	45738	PC/EP02704871
Appl. #	01114828	02.05.2002	GB 0111482.8
filing date	10.05.2001	10.05.2001	WO 02/090891
priority (file#)	-	-	all
priority date	-	-	-
publication #	-	-	-
designated countries	-	-	-
patent #	-	-	-

date of grant	14. Nov 02	action on national phase to be taken by 10th Nov 2003	action on national phase to be taken by 10th Nov 2003	action on national phase to be taken by 10th Nov 2003
status	lapsed			
remarks	pending			
current actions	none			

Internal Title: Sensing and Measuring Torque of Impact Torque Tools
Official Title: Impact Torque Tool

Case#Alt.	58025	45881
Appl #	0115494.7	
filing date	25.08.2001	
priority (file#)	-	GB 0115494.7-> AZ 23
priority date	-	25.07.2001->AZ 23
publication #		
designated countries		
patent #		
date of grant		
status	pending	
remarks		priority of this application was claimed together with priorities of Internal #27 and #28 for a single PCT-application see AZ 28
current actions	none	

AZ 23

Internal Title: AC Disc Sensor Pulse Modulated Magnallisation
 Official Title: Disc Magnetic Torque Sensing

Patent # 30020 16790

Case#	30020	16790	PCT/EP02/06300
Appl. #	0114279.3	07.06.2002	GB/0114279.3
filing date	12.06.2001	12.06.2001	WO 02/101346
priority date	-	-	all
publication #	-	-	-
designated	-	-	publication on 19th
countries	-	-	Dec 2002
patent #	-	-	lapsed
date of grant	-	-	none
status	-	-	none
remarks	-	-	none
current actions	-	-	none

Internal Title: Degaussing Unit
Official Title: Degaussing Apparatus

Case#Alt

58028

Appl. #

01274439

filing date

15.11.2001

priority (file#)

-

priority date

-

publication #

-

designated

-

countries

-

patent #

-

date of grant

-

status

pending

remarks

PCT-application to
be filed by 15

current actions

November 2002

none

Internal Title: Non-encoded Sensor Host
Official Title: Magnetic Torque Transducer

Case#All 58082 0129510.4 46270

Appl. # 0129510.4

filing date

10.12.2001

priority (file#)

publication #

designated

countries

patent #

date of grant

status

remarks

pending

current actions none

proceeding

proceeding

proceeding

proceeding

proceeding

Internal Title: Torque Loss Measurement
Official Title: Torque Loss Measurement

Case#Alt 58092 0129509.6 45881

Appl. # 0129509.6
filing date 10.12.2001

priority (file#) - GB 0129508.6

priority date - 10.12.2001->AZ 27

publication #
designated
countries
patent #
date of grant
status

pending

priority of this
application was
claimed together
with priorities of
Internal #23 and
#28 for a single
PCT-application
see AZ 28

remarks

current actions none

Internal Title:
Official Title

Improved Torque Pulse Processing
Power Torque Tool

Case#Att. 58101
Appl. # 0129511.2
filing date 10.12.2001
priority (file#) -
priority date -
publication # 10.12.2001->AZ 28
designated countries -
patent # -
date of grant -
status pending
remarks see AZ 23/28!
current actions none

45881
PCT/EP0206980
24.08.2002

GB 0129511.2

10.12.2001->AZ 28

Internal Title: Rotational Non-Uniformity Detection
Official Title: Detecting Magnetic Rotational Non-uniformity

Case#Alt. 58104 0128882.5 46284

filing date 14.12.2001 13.12.2002
priority (file#)
priority date 14.12.2001
publication #
designated
countries
patent #
date of grant
status allowed to lapse
remarks
current actions none

Internal Title: Pulsed Torque Measurement APC
Official Title: Pulsed Torque Measurement

Case#ALL

Appl. # 0204213.3

filing date

priority (file#)

priority date

publication #

designated

countries

patent #

date of grant

status

remarks

current actions

proceed further in 22.Feb 2003!

advised Jan 24.03

Internal Title: Linear Displacement Transducer
Official Title: Magnetic-Based Transducer For Measuring Displacement

58129

Case#Alt	0206534.1
Appl. #	08.03.2002
filing date	08.03.2002
priority (file#)	
publication #	
designated	
countries	
patent #	
date of grant	
status	pending
remarks	
current actions	become a PCT?
	act until 8. March 2003
	advised Jan 24.03

Internal Title:
Official Title:

Linear Position Sensor
Magnetic Displacement Sensor

Case#/Alt
58141

Appl. # 0209240.1

filing date

23.04.2002

priority (file#)

23.04.2002

priority date

23.04.2002

publication #

designated

countries

patent #

date of grant

status

remarks

pending

current actions

become a PCT7

act until 23.04.2003

advised Jan 24.03

Internal Title: Crossed Sensor Arrangement
Official Title:

Case # All 58148

Appl. #	?
filing date	-
priority (file#)	-
priority date	-
publication #	-
designated	-
countries	-
patent #	-
date of grant	-
status	in preparation
remarks	-
current actions	none

AZ 33

Internal Title:
Official Title:

Torque Sensor Adaptor (Goliath)
Torque Sensor Adaptor (Goliath)

Case#Att 58479

Appl. # 0219745.7

filing date 23.08.2002

priority (file#)

priority date

publication #

designated

countries

patent #

date of grant

status

remarks

current actions

filed

none

Internal Title: Torque and Angle Measurement
Official Title:

Abstract

Gaschall

Appl. #

filing date

priority (filed)

priority date

publication #

designated

countries

patent #

date of grant

status

remarks

current actions

In preparation

Internal Title: non-contact torque and linear position sensing
Official Title:

Abstract

Class/Alt

Appl. #

filing date

priority (file#)

priority date

publication #

designated

countries

patent #

date of grant

status

remarks

current actions

in preparation

Internal Title:
Official Title:

non-contact, electrical power producing torque transducer for pulse tool applications

58185

Case#At

Appl. # 0222296.6

filing date

25.09.2002

priority (file#)

priority date

publication #

designated

countries

patent #

date of grant

status

remarks

current actions

In preparation

Lot/Order	Part Name	Part Number	Case No.	Part Number	Case No.	Part Number	Case No.
28	Relational Non-Uniformity Detection, RSU Detection	147122001	58104	48284	9428825		
29	Relational Non-Uniformity Detection, RSU Detection	147122001	58104	48284	9428825		
30	Relational Non-Uniformity Detection, RSU Detection	147122001	58104	48284	9428825		
31	Relational Non-Uniformity Detection, RSU Detection	147122001	58104	48284	9428825		
32	Relational Non-Uniformity Detection, RSU Detection	147122001	58104	48284	9428825		
33	Relational Non-Uniformity Detection, RSU Detection	147122001	58104	48284	9428825		
34	Relational Non-Uniformity Detection, RSU Detection	147122001	58104	48284	9428825		
35	Relational Non-Uniformity Detection, RSU Detection	147122001	58104	48284	9428825		
36	Relational Non-Uniformity Detection, RSU Detection	147122001	58104	48284	9428825		
37	Relational Non-Uniformity Detection, RSU Detection	147122001	58104	48284	9428825		
38	Relational Non-Uniformity Detection, RSU Detection	147122001	58104	48284	9428825		
39	Relational Non-Uniformity Detection, RSU Detection	147122001	58104	48284	9428825		
40	Relational Non-Uniformity Detection, RSU Detection	147122001	58104	48284	9428825		
41	Relational Non-Uniformity Detection, RSU Detection	147122001	58104	48284	9428825		
42	Relational Non-Uniformity Detection, RSU Detection	147122001	58104	48284	9428825		
43	Relational Non-Uniformity Detection, RSU Detection	147122001	58104	48284	9428825		
44	Relational Non-Uniformity Detection, RSU Detection	147122001	58104	48284	9428825		

zu diesen Anmeldungen haben wir
keine detaillierten Angaben.
Kung

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